

Date: February 11, 2019



**CITY OF PORTLAND**  
**REQUEST FOR PROPOSALS (RFP) No. 000001162**  
**FOR**  
**PROFESSIONAL SECURITY OFFICER SERVICES**

**PROPOSALS DUE:**

**March 14, 2019**

**By 4:00 P.M. LOCAL TIME**

**MEETING NOTICE:**

**A mandatory pre-proposal meeting is scheduled for this RFP.**

Meeting Date and Time: Thursday February 21, 2019, 1:00 P.M. to 2:00 P.M.,

Location: City Hall, 1221 SW 4<sup>th</sup> Ave., Portland, Oregon, 97204, Lovejoy Room

**SUBMITTAL INSTRUCTIONS:**

Submit proposals electronically by uploading the required proposal documents below to the City's Procurement Services vendor portal, BuySpeed found at: <https://procure.portlandoregon.gov/>. Refer to Exhibit C within this solicitation for instructions on how to upload proposals.

Proposal Submittal Checklist	
<b>ONE (1) COMPLETE WRITTEN PROPOSAL</b>	✓
<b>ONE (1) COMPLETE REDACTED FOR PUBLIC DISCLOSURE COPY OF THE PROPOSAL (OR A WRITTEN STATEMENT OF NO REDACTION)</b>	
<b>ATTACHMENT 2 - RESPONSIBLE OFFEROR FORM</b>	
<b>ATTACHMENT 3 - CONTRACTOR'S STAFFING PLAN AND COST WORKBOOK</b>	
<b>ATTACHMENT 4 - M/W/ESB PARTICIPATION DISCLOSURE FORM</b>	
<b>ATTACHMENT 5 - PROPOSER'S STATEMENT OF EQUIPMENT POSSESSION AND ACCESS</b>	
<b>REFERENCES</b>	
<b>PROPOSER'S SAMPLE EMPLOYEE TRAINING PLAN</b>	
<b>PROPOSED PRICING</b>	
<b>ADDENDA – INCLUDE ALL ADDENDA ISSUED FOR THIS RFP</b>	

**REFER ALL QUESTIONS TO:**

THERESA GREEN, SENIOR PROCUREMENT SPECIALIST

BUREAU OF REVENUE AND FINANCIAL SERVICES, PROCUREMENT SERVICES

PHONE : (503) 823-6837

EMAIL : [Theresa.Green@portlandoregon.gov](mailto:Theresa.Green@portlandoregon.gov)

# PROPOSAL TERMS AND CONDITIONS

**CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER** – Successful Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

**EQUAL BENEFITS PROGRAM** – Successful Proposers must provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

**SUSTAINABLE PROCUREMENT:** The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Local Action Plan on Global Warming, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website: <http://www.portlandoregon.gov/citycode/26812>

As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts. While specific goals vary, the City's sustainability objectives tend to focus on: reducing energy use; reducing air, water, and land pollution; building and maintaining high-performance green buildings; reducing the use of materials toxic to the environment and human health; utilizing resources efficiently, including the use of renewable, reusable and recycled materials; utilizing minority-owned, small, and/or local businesses; preserving or enhancing biodiversity; and maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

**CITY OF PORTLAND BUSINESS LICENSE TAX account #:** Prior to execution of a Contract, Contractor shall provide City of Portland business license tax account number or shall provide proof of exemption from said registration requirements, as issued by the City of Portland Bureau of Revenue. Failure to do so within twenty (20) days after Offeror receives tender of the Contract may result in withdrawal of the Contract award. Details of compliance requirements are available from the Revenue Bureau License and Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandoregon.gov/revenue/29320>

**ADDENDA** - If, in the opinion of the Chief Procurement Officer, additional information or interpretation is needed by the offerors, an addendum will be issued. Any addendum or addenda issued by the Chief Procurement Officer, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for filing bids, Saturday, Sunday, and legal holidays not included, shall be binding upon the offeror. City shall supply copies of such addenda to all respondents who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the respondent to receive or obtain such addenda shall not excuse the respondent from compliance therewith if awarded the contract. The City shall post all addenda in BuySpeed on the Procurement Services website. You must log into BuySpeed, and acknowledge all addenda issued for this solicitation.

**COST OF RESPONDING** This Request for Proposal does not commit the City to pay any costs incurred by any respondent in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

**LATE PROPOSALS** Proposal responses received after the scheduled closing time for filing will be returned to the respondent unopened. Due to heightened security measures in the Portland Building, respondents should allow extra time when delivering bids to the Procurement Services. It is the responsibility of the proposer to ensure their proposal is submitted in the proper form and in accordance with the time, date, and location specified in the RFP.

**CANCELLATION** The City of Portland reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews does not obligate the City to award a contract.

**REJECTION OF PROPOSALS** The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so.

**GOVERNING LAW** - The provisions of any contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law provisions. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon. All statutory, charter and ordinance provisions that are applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this contract. In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this

reference. These requirements may be found on the City of Portland's Procurement Services website: <http://www.portlandoregon.gov/befs/27353>

Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

**AMERICANS WITH DISABILITIES ACT COMPLIANCE** – Respondents agree that if awarded a contract, the successful Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. If any respondent requires special assistance or auxiliary aids during the proposal, evaluation or award process, please notify the Procurement Services, (503) 823-6855, or TDD (503) 823-6868, at least two (2) business days prior to the required assistance.

**SPECIAL CONDITIONS** – Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under these Proposal Terms and Conditions.

**PUBLIC RECORDS:** Any information provided to the City pursuant to this RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws ORS 192.410 to 192.505 and 5.33.470.

The general requirement for public disclosure is subject to a number of exemptions. When preparing a proposal submission, a proposer must plainly mark each page containing information deemed by the proposer to remain exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc.). A summary of the redactions shall be placed with the redacted version of the proposal response.

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Unless expressly provided otherwise in this RFP or in a separate communication, the City does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon law.

If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend, and indemnify the city for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposer's records.

**ORAL INSTRUCTIONS** - Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the City to prospective offerors shall not bind the City. Any changes or revisions to the specifications shall be binding only if issued in writing by the City by addendum. The City reserves the right to officially amend or cancel an RFP after issuance.

**TAXES** - Taxes, whether State or Federal, shall not be included in the offered prices. A tax exemption certificate will be provided by the City upon request.

# PART I

## PROPOSAL REQUIREMENTS

### SECTION A      GENERAL INFORMATION

#### PROJECT BACKGROUND

The City of Portland, Oregon Office of Management and Finance (OMF), presently manages approximately three (3) million square feet of building space throughout the city of Portland and Multnomah County, making up over one million square feet of office and retail space.

The City is seeking to retain the services of a qualified provider of both armed and unarmed security officers, with demonstrated experience in servicing municipalities, to provide security services at nine (9) sites as specified herein. There are over 4,500 employees working at these locations on a daily basis with a high level of public use daily, Monday through Friday, and weekends at some locations.

#### **1. REQUIRED SERVICES**

The City proposes to engage a sole Contractor to provide:

- a) Uniformed and plain clothes security officers
- b) Armed and unarmed security officers

The awarded Contractor shall place Security Officers in service at four (4) downtown City office buildings; and various other sites located throughout the Portland metropolitan area, as determined by the City. The coverage requirements listed in this solicitation are included for all currently scheduled coverage locations, however, proposers should be aware that scheduling requirements will vary according to seasonal needs. Additional service requirements may require the development of a security detail that is tailored to meet the specific needs of additional City bureaus. These additional responsibilities may include, but are not limited to vehicle patrols, facilities dispatch, civil hearing appeals, security checks in remote areas, and "fire watch" duties.

#### **2. SCOPE OF WORK**

Refer to Attachment 1, Scope of Work

#### **3. PERFORMANCE LOCATIONS**

Refer to Attachment 1, Scope of Work

#### **4. DELIVERABLES AND SCHEDULE**

Deliverables shall be considered those tangible resulting work products which are to be delivered to the OMF Facilities Division, such as reports, certified payroll records, invoices, draft documents, statistical incident data, training, meeting presentations, final reports. Deliverables and schedule for this project shall include:

**A.** Within sixty (60) days of award of the Price Agreement, the awarded Contractor shall develop a set of measurable performance objectives for each position assigned to this account, and a system for regular performance evaluation of employees. Personnel assigned to this account must satisfactorily complete each of the performance objectives in order to be eligible to continue working on the City account.

**B.** Within thirty (30) days of award of the Price Agreement, the awarded Contractor, at their own expense, will prepare Standard Operating Procedures (SOP) acceptable to City, to cover the duties of security personnel under the awarded Price Agreement. This document shall be maintained and updated as mutually agreed by Contractor and the City. City will assist selected Contractor by providing documents, other background material, and reviewing SOP drafts.

**C.** The awarded Contractor shall submit reports and maintain records such as, daily activity reports,

incident reports, sign-in sheets, and such other records that are requested by the City. The Contractor shall submit reports in a timely manner and in a form acceptable to City including by electronic means (e-mail) to include:

- All activity reports shall be submitted in electronic form prior to officer's end of shift.
- Electronic guard tour report information shall be submitted electronically by internet e-mail with a frequency mutually agreed upon by City and the Contractor.
- Incident reports and special reports shall be submitted by email before officer's end of shift.

D. Use of Force and Rules of Engagement shall be agreed upon by both the Contractor and City.

All deliverables and resulting work products from the awarded Price Agreement shall become the property of the City of Portland.

## **5. PERIOD OF PERFORMANCE**

The City intends to enter into a five (5) year Price Agreement with the awarded Proposer, substantially similar to the sample agreement found in Exhibit A, Sample City of Portland Standard Price Agreement for Services. **The contractual term shall begin on June 1, 2019 and shall expire on May 31, 2024.** The City estimates the number of hours to be performed under the resulting three (3) year Price Agreement, with two (2) one (1) year extensions, for a contractual term not to exceed a total of five (5) years. The awarded Price Agreement will allow for the maximum usage and scheduling of full-time security employees with year-round employment opportunities and growth possibilities.

## **6. INSURANCE – PROOF OF COVERAGE**

Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer and the Auditor. All insurance requirements shall be as indicated within the attached sample Agreement provided herein.

## **7. PUBLIC SAFETY**

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes with little advance notice. The contractor shall anticipate delays in such places and include the cost of delay in the costs in its proposal. The contractor's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the contractor's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

## **8. PROPOSAL INVITATION**

This document constitutes an invitation for sealed competitive proposals under Portland City Code Chapter 5.33. This RFP is for City of Portland armed and unarmed security services as directed by the Bureau of Internal Business Services as identified herein in accordance with the requirements and provisions herein.

## **SECTION C: ATTACHMENTS**

- 1. ATTACHMENT 1 - Scope of Work**
- 2. ATTACHMENT 2 - Responsible Offeror Form**
- 3. ATTACHMENT 3 - Contractor's Staffing Plan and Cost Workbook**
- 4. ATTACHMENT 4 - M/W/ESB Participation Disclosure Form**
- 5. ATTACHMENT 5 - Proposer's Statement of Equipment Possession and Access**
- 6. EXHIBIT A - City of Portland Sample Goods and Services Price Agreement with:**
  - a) Attachment A, Reserved
  - b) Attachment B, Reserved
  - c) Appendix A

7. **EXHIBIT B** – Sample Background Information Request, Non- Sworn Informed Consent and Hold Harmless, and Applicant Background Information
8. **EXHIBIT C** - Electronic Submittal Instructions – Proposals must be uploaded to BuySpeed.

**[END OF PART I ROPOSAL REQUIREMENTS]**

## **PART II PROPOSAL DEVELOPMENT**

### **SECTION A: PROPOSAL PREPARATION**

#### **1. MANDATORY PRE-PROPOSAL MEETING**

A pre-proposal meeting is scheduled for this project on Thursday February 21, 2019, 1:00 P.M. to 2:00 P.M., Location: City Hall, 1221 SW 4<sup>th</sup> Ave., Portland, Oregon, 97204, Lovejoy Room.

This is a mandatory pre-proposal meeting; therefore, all potential proposers must be attendance and sign in. The sign in sheet will be posted to the City's Procurement portal, BuySpeed. Only companies listed on the sign in sheet will be eligible to submit a proposal in response to this RFP.

#### **2. INVESTIGATION**

The Offeror shall make all investigations necessary to inform itself regarding the work or services to be furnished.

#### **3. QUESTIONS OR CLARIFICATIONS**

It shall be the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the City of Portland, Procurement Services if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Every attempt shall be made to ensure that the proposer receives an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all respondents will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent additional information related to the procurement. Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below at least ten (10) calendar days prior to the proposal due date. Therefore, respondents are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be answered.

Theresa Green, Senior Procurement Specialist  
Procurement Services, (503) 823-6837  
Email: [Theresa.Green@portlandoregon.gov](mailto:Theresa.Green@portlandoregon.gov)

If, in the opinion of the Chief Procurement Officer, additional information or interpretation is needed by the respondents, an addendum will be issued. Any addendum or addenda issued by the Chief Procurement Officer, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for submitting the proposal, Saturday, Sunday, and legal holidays not included, shall be binding upon the respondent. City shall supply copies of such addenda to all respondents who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the respondent to exercise due diligence to receive or obtain such addenda shall not excuse the respondent from compliance therewith if awarded the contract.

**4. CONTRACT REVIEW:** The Services Contract as attached hereto contains the terms and conditions that will govern this Contract between the City of Portland and the successful proposer. The City of Portland is not inclined to negotiate any portion of this contract; however, if a proposer believes any of the terms and conditions contained in the City's contract are unnecessarily restrictive, limit competition, or would like to request that specific terms and conditions contained in the contract document be considered for negotiation, they shall submit a written request for negotiation to the City at least seven (7) working days prior to the proposal due date as indicated above.

The request shall identify the specific provision the proposer would like to negotiate, an explanation of why the proposer believes the provision should be a negotiable provision, and the suggested revised language. Requests that are not submitted in this format may not be considered. Requests that state the entire contract be negotiated will not be considered. If the City decides that a contract term can be changed, or is willing to consider negotiation of a term, an addendum will be issued. If no addendum is issued, the City will not consider negotiation of its standard contract terms.

THIS WILL BE THE OFFEROR'S ONLY OPPORTUNITY TO TAKE EXCEPTION TO ANY OF THE TERMS AND CONDITIONS CONTAINED WITHIN THE CONTRACT AND TO REQUEST THE NEGOTIATION OF PROVISIONS CONTAINED IN THE CONTRACT. **ANY PROPOSAL WHICH TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE SAMPLE PRICE AGREEMENT THAT HAVE NOT BEEN IDENTIFIED BY ADDENDUM AS SUBJECT TO NEGOTIATION OR WHICH MAKES THE PROPOSAL CONTINGENT UPON ACCEPTANCE, OR NEGOTIATION OF OTHER TERMS AND CONDITIONS SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL SHALL BE REJECTED.**

**5. ORAL INSTRUCTIONS:** Oral instructions or information concerning the RFP documents, or the project given out by officers, employees, or agents of the City to prospective respondents shall not bind the City. Any changes or revisions to the specifications shall only be binding if issued in writing by the City by addendum. The City reserves the right to officially amend or cancel an RFP after issuance.

**6. COST OF RESPONDING:** This Request for Proposal does not commit the City to pay any costs incurred by any respondent in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

**7. PERMITS AND LICENSES**

The successful respondent shall include in their proposal the cost to obtain or maintain all permits, certifications, and licenses that may be required to perform the security services as required by the City.

**8. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING**

The respondent agrees to extend identical prices and services under the same terms and conditions to all public agencies. Requirements stated herein reflect the City of Portland usage only.

A public agency wishing to utilize like services will execute its own contract with the awarded contractor for its requirements. The successful contractor shall provide quarterly usage reporting of the City of Portland as well as that of other public agencies to the City of Portland, Procurement Services. Any respondent by written notification included with their proposal, may decline to extend the services, prices and terms of this RFP to any and/or all other public agencies.

**9. CHANGES TO THIS RFP**

The City reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a Price Agreement.

**SECTION B**

**PROPOSAL SUBMISSION**

**1. PROPOSALS DUE**

By submitting a proposal, the respondent agrees to provide all services specified within the RFP, at the times and prices indicated, pursuant to all requirements and specifications as contained therein.

Proposals must be received in the Procurement Services vendor portal BuySpeed, no later than the date shown on the cover of this solicitation. Refer to **PROPOSAL SUBMISSION** below.

## **2. PROPOSAL**

Written proposals must be clear, succinct and not exceed forty (40) pages, excluding City provided forms requiring completion (i.e.. Attachments). In addition, proposals may include up to ten (10) pages of supplemental information (for example: company brochures, relevant screenshots). Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

## **3. PROPOSAL SUBMISSION**

Offerors shall submit proposals electronically by uploading the required submittal documents (see checklist on the front page) to the City of Portland, Procurement Services vendor portal, BuySpeed found at: <https://procure.portlandoregon.gov/>.

### **Electronic Submittal Process**

Refer to EXHIBIT C, Electronic Submittal Instructions for instructions on submitting a proposal via BuySpeed.

For purposes of this proposal submission, the proposer must submit to BuySpeed:

A. One (1) complete proposal which includes all of the following:

1. One (1) complete written Proposal
2. One (1) complete written Proposal Redacted for Public Disclosure, or a written statement of no redactions.
3. Attachment 2 - Responsible Offeror Form
4. Attachment 3 - Contractor's Staffing Plan and Cost Workbook
5. Attachment 4 - M/W/ESB Participation Disclosure Form 1
6. Attachment 5 - Proposer's Statement of Equipment Possession and Access
7. References meeting criteria as specified herein
8. Proposer's Sample Training Plan meeting criteria as specified herein
9. Offeror's proposed pricing structure
10. Addenda

If proposer has no redactions, provide a written statement to that effect. The entire proposal shall be received by the Procurement Services, electronically on the City's BuySpeed website, and on or before the time and date, specified on the first page of this proposal document.

Security and confidentiality of the transmitted data: For purposes of this proposal submission, the proposer shall submit electronically: one complete original, and one (1) complete Redacted for Public Disclosure Copy. If Proposer has no redactions, a written statement to that effect shall be submitted. The entire proposal shall be received by the City's Procurement Center, uploaded to BuySpeed, on or before the Proposal Due date and time, specified on the first page of the solicitation document.

***Buyer's Note: Proposers should plan adequate time to log into their company's BuySpeed account and upload their proposal documents. If you have questions or need assistance accessing your BuySpeed account, contact Theresa Green at (503) 823-6837 prior to the day this RFP closes.***

**4. REDACTION FOR PUBLIC RECORDS:** Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4). When preparing its proposal

submission, the proposer shall provide one (1) Redacted for Public Disclosure Copy of their proposal with their submission and one (1) electronic Redacted for Public Disclosure Copy in PDF format submitted on CD or USB flash drive. The Redacted for Public Disclosure Copy shall be a complete copy of the submitted proposal, in which all information that the Proposer deems to be exempt from public disclosure has been redacted. For the purpose of the Redacted for Public Disclosure Copy, "redaction" means "the careful editing of a document to remove confidential references; a revised or educated document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact." Proposers shall include a summary page(s) at the beginning of their Redacted for Public Disclosure Copy detailing the location of all redacted information. When exempt information is mixed with nonexempt information on the same page, the exempt information must be redacted in such a way as to allow the disclosure of the non-exempt information. Should the proposer determine that no redactions are required, that statement may be included within the text of the cover letter. If a proposer fails to submit a Redacted for Public Disclosure Copy of their proposal as required, the City may release the proposer's original proposal without redaction.

Please refer to the STANDARD TERMS AND CONDITIONS in EXHIBIT A – SAMPLE PRICE AGREEMENT for more information about confidential information within public records.

**5. CONFLICT OF INTEREST:** A respondent submitting a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this RFP or has participated in the Price Agreement negotiations on the part of the City. Further the respondent certifies that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other respondent on this particular request for proposal, and that the respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**6. PROPOSAL ORGANIZATION:** The respondents must provide all information as requested in this Request for Proposal (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

**6.a. COVER LETTER - 0 Points**

By submitting a response, the proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the proposal).

The Cover Letter must state the name(s) of the person(s) authorized to represent the Contractor in any negotiations, the name(s) of the person(s) authorized to sign any Price Agreement that may result, the primary contact person's name, business cell phone and email address. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal. If appropriate, include firm's City of Portland Business License Tax account number as well as the Equal Opportunity Employer (EEO) expiration date. Failure to provide such information will be grounds for finding the Contractor non-responsive and the entire proposal will be disqualified.

The Cover Letter must also include the following information:

- a) Proposer's legal business name and address
- b) Date business was established
- c) Total number of employees
- d) Name of Regional Manager, phone and email address
- e) Corporate Office legal business name and address
- f) Business telephone number (day)
- g) Business telephone number (evenings and weekends)
- h) Contact name, telephone number, and email address of the individual the City Buyer may direct questions to regarding the proposal forms submitted.

**6.b. RESPONSIBLE OFFEROR FORM - This form is not subject to scoring-**

The Responsible Offeror Form provided herein is intended for use in the City's informal review and initial assessment of the Proposer's suitability for their performance as a responsible Contractor providing professional and reliable security officer services for the City, throughout the contractual term of the Price Agreement resulting from this Request for Proposal.

The City expects that Contractors who seek to do business with the City is in good legal standing financially or otherwise and adheres to Federal and local laws including but not limited to those pertaining to labor, wages, and civil rights, and have the capability in all respects to perform with integrity and reliability, the Contract requirements.

**6.c. PROPOSED COST – 25 Points -**

The proposal shall specify the number of hours for unarmed security, armed security, supervisory security, administrative, management and other requirements for fulfill the security requirements. Additionally, the proposal shall include a schedule of applicable hourly rates for personnel. The proposal shall include the contractor's true estimated cost to perform the work including all mark-ups or multipliers anticipated irrespective of the City's anticipated costs.

- A. Recognizing that these are critical positions that aid in both the reality and perception of security and safety at the City buildings and locations managed by the City, proposers are encouraged to offer a very competitive living wage and benefits package to employees to attract and retain the most highly qualified security officers. This should be based upon the performance and quality requirements outlined herein, and the proposer's experience with local market, labor pool, etc. At a minimum, pay rates must be in compliance with the City's Fair Wage Policy (Portland City Code 3.99 Fair Wage Policies).
- B. The proposed billing rate should provide for any pay increases based on individual security officer performance and should be coordinated with the quality assurance and performance review policies and procedures.
- C. Please complete and include the following attachments to your proposal response:
  1. **Attachment 3 - Contractor Staffing Plan and Cost.**
    - a. Complete and submit one form for each FACILITY;
    - b. Complete one form for all facilities combined;
    - c. The total annual cost on the "facilities combined" page should be the total contract cost for the first year.
    - d. Include a sample one-week work schedule. Also include an additional sample one-week work schedule for the weeks between Thanksgiving and Christmas.

**6.d CORPORATE RESPONSIBILITY - 20 Points-**

Through the adoption of The Portland Plan, the Social Equity Contracting Strategy, and Sustainable Procurement Policy, the Portland City Council has shown its commitment to contracting with socially and environmentally responsible businesses. The City values and supports diversity and is dedicated to advancing equity in public contracting by increasing opportunities for State of Oregon certified Minority, Women and Emerging Small Business enterprises ("M/W/ESB").

All Proposers shall address the following in their proposals:

**1) Oregon State Certification**

Please indicate in your response if your firm is currently certified in the State of Oregon as an MBE, WBE, or an ESB.

\*Note: Failure to submit Attachment 5 with your proposal may result in the proposal being found non-responsive and may be rejected.

**2) Workforce Diversity**

- a) Describe your firm's workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).
- b) How do you approach internal on-the-job training, mentoring, technical training, and/or professional development opportunities for women and people of color?

**3) Position Descriptions, Pay, and Benefits**

For each position Contractor employs provide the following information:

- a) Position title
- b) description
- c) hourly pay rate
- d) tiers of pay for each position (years of service based, and merit based increases) for all positions

**4) Employee Compensation**

Describe your firm's employee compensation structure. Specifically address:

- a) Whether or not you follow a living wage model and if so, provide a description.
- b) The types of paid leaves provided to employees, including holidays, sick leave, maternal/parental leave, dependent care leave, and vacation leave. Describe your paid leave accrual policy and eligibility requirements for each category of employment (full time, part time, salaried, seasonal, etc.).
- c) Your health care benefits package; include eligibility requirements for each category of employment (full time, part time, salaried, seasonal, etc.), when employee is eligible for benefits, eligible dependents, coverage levels, employee deductibles description and amounts, co-pay description and amounts.
- d) Employee's cost for benefits vs Employer paid cost, employee compensation for waiving benefits offered
- e) Your retirement benefits package; include eligibility requirements for each category of employment (full time, part time, salaried, seasonal, etc.).
- f) Any additional employee benefits offered.

The City expects thoughtful consideration of all of the above Corporate Responsibility criteria in the preparation of proposals. The City will enforce all M/W/ESB commitments submitted by the successful Proposer. The successful Proposer will not be permitted at any time to substitute, delete and M/W/ESB subcontractor without the prior written approval of the Chief Procurement Officer.

**6e. PROJECT TEAM- 40 Points-**

While it is important the Contractor has the necessary staffing and key personnel with which to operate and manage the security for buildings and locations identified herein, it is also important the key personnel are able to incorporate industry best practices, good community policing, and have an understanding of City expectations and knowledge of City Code and State law as they relate to work performance under this project. The Proposal must identify the required number of people to be assigned per facility.

**A. Provide team qualifications and experience on similar or related projects:**

- i. Qualifications and relevant experience of prime contractor and any partnership entities or subcontractors, if any
- ii. Experience on similar or related projects
- iii. Project manager's experience working with Municipal Government(s)

**B.** Key Personnel - Provide the resumes for the key personnel who will be assigned to this project (Managers, supervisors, and other key personnel). The resumes must demonstrate the individual meets the qualification and experience requirements for performing the work outlined in the scope of work description, and include:

- iv. Their responsibilities and percentage of time devoted to this project
- v. Current assignments and location
- vi. Experience on similar or related projects
- vii. Experience working with Municipal Government(s)
- viii. Weapon training and other training in keeping with ORS Chapter 181, "Regulation of Private Security Service Providers,"
- ix. Unique qualifications and certifications the individual holds

Failure to provide the key personnel or qualifications listed above may result in rejection of a proposal.

**C.** Organizational Chart. Provide an organizational chart with an explanation of lines of authority and responsibility. The proposal must include a statement regarding how the contractor's firm is prepared to respond promptly to incidents while on duty, respond to unexpected events (i.e. protests, etc), accommodate requested program changes, and the firm's process to make recommendations to the City to improve overall security in the assigned buildings and locations.

**D.** Identify any sub-contractor(s), joint ventures or other partnership relationships established for this project in which the Proposer plans to use for performance of the contract. (Subcontractors may make arrangements with more than one proposer.) Proposers shall complete the D/M/W/ESB PARTICIPATION DISCLOSURE FORM 1 provided herein as Attachment 4. If the Proposer will not be hiring subcontractors for this work, write "NONE" on the form.

#### **6.f PROJECT APPROACH AND UNDERSTANDING - 15 Points -**

The Proposer's approach, understanding of the project, proposed strategy, and ability to operate in the best interest of the City's taxpayers are important aspects of this RFP process. Throughout the entire response provided for this section, the Proposer should clearly identify how their approach and understanding will provide efficient, effective security guard services for the buildings and locations identified in this solicitation with a high level of customer service to City staff, and the public. The Proposer should provide a clear and concise description of this project, specifically identify and clarify any major issues based upon existing information as follows:

**A.** Provide a detailed description of your firm's approach to overall management and integration of all activities required by the scope of work and work requirement, including the management objectives and techniques that demonstrate how the work requirements will be met for:

- i. General Service Requirements
- ii. Officer Qualifications, Certifications and Training
- iii. Contractor's Staffing Responsibilities
- iv. Specific Work Responsibilities
- v. Contractor's Reports and Records
- vi. Equipment and Uniforms
- vii. Reporting and Communication Requirements
- viii. Fair Wage Policy
- ix. Insurance – Proof of Coverage

**B.** Provide a sample copy of your Employee Training Plan for the officers and staff who might be involved in the performance of the contract.

- C. As part of the Proposer's response, the Proposer shall provide a complete, detailed listing of project tasks and responsibilities that the Proposer believes only the City can perform. Such responsibilities may include, but shall not be limited to: work, tasks, access to City facilities or the City data and transmission network, issuance of permits, gaining approval, and providing test witnesses. The resulting information will be considered a part of the Offeror's Project Approach and Understanding and scored therewith.
- D. Identify optional or additional service(s) that could be provided by the proposer but not requested under this RFP.
- E. The main purpose of the proposal preparation instructions is to ensure the firm's proposal addresses the areas of interest identified in the Scope of Work and provides for evaluation based upon the information included herein. Information to be included within this section includes:

#### F. TRAINING AND SUPERVISION

- i. Describe your company's hiring and screening procedures.
- ii. Describe your company's recruitment philosophy and program.
- iii. Describe the scope and content of your training program. What are the credentials of your training instructors?
- iv. Describe any additional employee development and support programs.
- v. Describe how supervision will be handled. What will be your approach to providing supervision of your field personnel?
- vi. Identify the name(s) and qualifications of the individual(s) who will be providing supervision.
- vii. Provide a sample copy of your Employee Training Plan for the officers and staff who might be involved in security officer services.

#### G. SERVICE QUALITY ASSURANCE PROVISIONS, INCLUDING RETENTION PRACTICES

- i. How will you ensure that enough trained employees will be available to provide required coverage?
- ii. How will you plan for and manage special events?
- iii. Describe your experience working with police and your philosophy relative to police relations.
- iv. What types of daily problems do you anticipate, and how will you handle them?
- v. Your ability to handle record-keeping functions required by this contract – including log sheets, daily activity reports, special event reports, and incident reports.
- vi. Describe your employee performance incentive structure, including promotional opportunities.
- vii. Describe your employee discipline policy and procedures.
- viii. Describe other incentives do you provide to help retain skilled and professional employees and minimize employee turnover.
- ix. Provide your employee turnover rate over the past five years for each of the job positions listed in the Scope of Work.

#### H. CLIENT COMMUNICATIONS, SUPERVISE, MANAGEMENT RESPONSE

- i. Describe how client communications are handled at your company. Describe how communications will be handled between your company and the City, such as elected officials, City Commissioners and their staff, city managers, general public, etc.
- ii. Describe office support resources available to support this account.
- iii. Describe communication equipment (radios, pagers, telephones, guard tour system, etc.) that would support this account. Is adequate equipment available to deploy with every team? Responses should coincide with the information provided in Attachment 5, Statement of Existing Equipment
- iv. Describe any experience working with the Portland Police Bureau and other public safety agencies.

#### C. LOCAL CORPORATE OFFICE SUPPORT AND RESOURCES

Proposer should demonstrate they have the support required to meet the requirements of the resulting

**contract:**

- List similar projects performed within the last five (5) years, which best characterize capabilities, work quality, and cost control.
- Identify those similar projects with other government agencies.
- Detail the resources Proposer has available to perform the work for the duration of the contract and to respond to the needs of the City as they arise or change.
- Describe internal procedures and/or policies associated or related to work quality and cost control.
- Identify management and their role in meeting performance requirements, and organizational capabilities to manage resources and employees.

**6g. REFERENCES - 0 Points -**

**All client references provided to the City in response to this RFP must be currently in business, with valid contact information provided. Individuals listed as reference contacts must be aware that they have been listed as a reference and available to provide a reference when contacted by the City.** References should be provided by and pertain to the local branch office that will be performing security guard services under the resulting City contract. On a separate form provide a minimum of 5 (five) professional references to include a current client list receiving in excess of 500 hours per week of security coverage as administered and managed by the branch office that will be performing under City contract. Proposers should include those clients who are governmental agencies.

Include the following for each client reference provided.

- a) Legal Business Name,
- b) Business address,
- c) Type of business client (i.e. government, private, etc.),
- d) First and Last Name of the individual to be contacted to provide a reference,
- e) Current (verified) phone number(s) of the individual to be contacted to provide a reference,
- f) Service dates provided by Proposer, and
- g) Type of security services provided:
  - Building,
  - Armed/Unarmed,
  - Stationed/Roving Patrol
  - Events/Riot/Crowd control
  - Other (described)

**7. WITHDRAWAL, MODIFICATION OR ALTERATION OF PROPOSAL**

Prior to the RFP opening, changes may be made provided the change is initiated by the respondent or authorized agent. Also, a proposal may be withdrawn upon written request of the respondent prior to the scheduled closing time for accepting proposals. Negligence on the part of the respondent in preparing their proposal confers no right to withdraw their response after the scheduled closing time for filing proposals.

As a result of any of these actions, if the intent of the respondent is not clearly identifiable, the interpretation most advantageous to the City will prevail.

**8. LATE PROPOSALS**

Proposals may not be received after the scheduled closing time in BuySpeed. It is the responsibility of the proposer to ensure their proposal is submitted to Procurement Services via BuySpeed, in the proper form and in accordance with the time, and date specified in the RFP.

**9. CANCELLATION:** The City of Portland reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

**[END OF PART II, PROPOSAL DEVELOPMENT]**

## PART III PROPOSAL EVALUATION

### SECTION A PROPOSAL REVIEW AND SELECTION

#### 1. EVALUATION CRITERIA

A Selection Review Committee (Committee) will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each Committee member will evaluate each proposal in accordance with the criteria listed in Part II, Section B. The Committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The Committee will require a minimum of ten (10) working days to evaluate and score the proposals.

The choice regarding how or when to proceed, the need for additional clarifications, decisions to begin or terminate negotiations, determination of a reasonable time, decisions to open negotiations with a lower scoring Proposer, and any decision that a solicitation should be cancelled are all within the sole discretion of the City.

All communications shall be through the contact referenced on the cover page of this RFP. At the City's sole discretion, communications with members of the evaluation committee, other City staff, or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

#### 2. EVALUATION PROCESS

The proposal evaluation process consists of a series of Evaluation Levels that will lead to the identification of a finalist. Each proposal response will be evaluated in accordance with the following evaluation criteria:

##### Evaluation Level #1 – Written Scoring

Proposal responses meeting the mandatory and responsiveness requirements will be further evaluated as part of Evaluation Level #1. One hundred possible points are available at Level #1. This step consists of a detailed review of the written proposal responses as follows:

Level #1 Evaluation Criteria		
Criteria	Maximum Level #1 Score	Point Distribution by Subsection
<b>1. COVER LETTER</b>	<b>0</b>	<b>REQUIRED</b>
<b>2. PROPOSED COST</b>	<b>25</b>	
<b>3. CORPORATE RESPONSIBILITY</b>	<b>20</b>	
State of Oregon COBID Certification		<b>4</b>
Workforce Diversity		<b>5</b>
Employee Compensation		<b>5</b>
Employee Development, Performance Incentives		<b>6</b>
<b>5. PROJECT TEAM</b>	<b>40</b>	
<b>6. PROJECT APPROACH</b>	<b>15</b>	
<b>TOTAL:</b>	<b>100</b>	

##### Short Listing

The Evaluation Committee may focus on only a limited number of proposals by developing a "short list" based on the scores from the written proposals or may proceed directly to contract negotiation and award. The number of proposals on the "short list" depends on whether the Committee believes such proposals have a reasonable chance of leading to the award of a contract. If the Evaluation Committee develops a "short list", the scores from Evaluation Level #1 will be held until completion of the Evaluation #2 scoring to become part of the Total Overall Score.

#### Evaluation Level #2 – Oral Scoring

If oral interviews or presentations are determined to be necessary, this next step will consist of oral presentations and further clarification of the Proposer's response. Proposers invited to participate in Evaluation Level #2 will be given additional information regarding the City's desired content a reasonable time before the scheduled Evaluation Level #2 oral interviews/presentations are held. The scoring of the Level #2 will be as follows:

Level #2 Evaluation Criteria	
Criteria	Maximum Evaluation Level #3 Score
Content of Oral Presentation	100
Total:	100

Following completion of the Evaluation Level #2 scoring, each Proposer's Evaluation Level #2 score will be added to their Evaluation Level #1 score to determine their Total Overall Score. The highest scoring Proposal, based on their Total Overall Score, may be identified as the Finalist.

The selection of the Finalist shall be based on negotiated costs and conformance to the City's terms and conditions. Negotiations will follow with the Finalist, and if successful, the contractor and City will enter into a service contract for the work. If the contract with the Finalist cannot be reached within a time period deemed reasonable to the City, the City may elevate any of the respondents that passed Level #1.

The City of Portland may exercise one of the following options:

- a. Conduct serial negotiations, beginning with the highest scoring Proposer. Such negotiations could lead to an award of a contract or the City may decide to terminate the negotiations if it determines that negotiations are unlikely to result in an acceptable contract to the City within a reasonable period of time. If negotiations are terminated, the City may cancel the solicitation or proceed to negotiate with the next highest scoring respondent in the same manner. The City may then continue to negotiate with respondents further down the list in the order that scores were received or cancel the solicitation; or
- b. Conduct simultaneous competitive negotiations with the two highest scored respondents. Such negotiations could lead to an award of a contract or the City may decide to terminate the negotiations with either or both when, in the City's sole discretion, it determines that negotiations are unlikely to reach a contract acceptable to the City within a reasonable period of time. The City may then continue to negotiate with respondents further down the list in order that scores were received or cancel the solicitation; or
- c. Establish a competitive range of respondents who appear likely to be able to receive an award of a contract, to initiate discussion with such respondents to inform them of deficiencies in their initial responses, notify them of parts of their response for which the City would like additional information or otherwise allow eligible respondents to develop revised responses that will allow the City to obtain the best response based on the requirements and evaluation criteria set forth in the RFP. In proceeding with this option, the City will follow the requirements of PCC 5.33.211 regarding discussions, negotiations and, if desired, best and final offers.

Proposers who are eliminated at any stage of the evaluation process will be notified of their elimination. At that time, Proposers who wish to protest their elimination shall file a protest within seven (7) calendar days of the notice. Following final selection, if any, the City will issue a Notice of Intent to Award a contract to the Successful Proposer.

The City has the right to reject any or all proposals for good cause in the public interest, and the Chief Procurement Officer may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation selection process.

### **3. LOCAL CONTRACTING**

The City: prefers goods or services that have been manufactured or produced by a local business if price, fitness, availability and quality are otherwise equal; desires to employ local businesses in the purchase, lease, or sale of

any personal property, public improvements or services; and wants the residents of the State of Oregon and SW Washington to benefit from optimizing local businesses and services, and the local employment opportunities they generate.

#### **4. CLARIFYING PROPOSAL DURING EVALUATION PERIOD**

During the evaluation process, the City has the right to require any clarification or change it needs in order to understand the respondent's view and approach to the project and scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the final contractor contract.

#### **5. PROPOSALS ARE PUBLIC RECORDS**

All information submitted by proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exemption from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4).

If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposer's records.

#### **6. LOCAL CONTRACTING**

The City: prefers goods or services that have been manufactured or produced by a local business if price, fitness, availability and quality are otherwise equal; desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services; and wants the residents of the State of Oregon and SW Washington to benefit from optimizing local businesses and services, and the local employment opportunities they generate.

#### **7. AWARD REVIEW AND PROTEST PROCEDURE**

REVIEW: ORS 279B.060(5)(a) provides: "Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the contracting agency shall record and make available the identity of all Proposers as part of the contracting agency's public records from and after the opening of the proposals. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued."

#### **8. REVIEW**

Following the Notice of Intent to Award, the public may view proposal documents, but the City is entitled to withhold from disclosure any materials defined as exempt or conditionally exempt from disclosure pursuant to the Oregon Public Records Act. Proposers shall designate information they consider exempt or conditionally exempt from disclosure by stamping the word "Confidential" on such documents or by otherwise indicating the documents are considered to be confidential. Materials so designated and meeting the requirements for exempt or conditionally exempt information will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required after appeal. The City reserves the right to disclose materials inappropriately marked as exempt or conditionally exempt and to withhold from disclosure materials that meet standard but which were inadvertently not marked as confidential.

Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the Evaluation Committee, subject to the City's authority to withhold documents, as stated above.

#### **9. PROTESTS**

Proposers are permitted to challenge the City's decision to exclude the Proposer from the next step in the evaluation process and/or to award a contract. Depending on the nature of the protest, Proposers may wish to review Portland City Code (PCC) 5.33.720, 5.33.730, and 5.33.740 regarding protest procedures, all of which may be found online at the City Auditor's website.

Procurement Services shall post a Notice of Intent to Award to the successful Proposer. The Notice of Intent to Award shall be posted on the Bureau's Internet Web Page.

A Proposer who is adversely affected or aggrieved by the award of contract or evaluation decision shall have seven (7) days after the issuance of the "Notice" to file a protest. The contents to be included in the protest are found in PCC 5.33.740. A protest is not valid if the Proposer would not be eligible to be awarded a contract if its protest were upheld. The Chief Procurement Officer will review any protest and issue a written decision. Whether there are further appeal processes depends on the discretion of the Chief Procurement Officer.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the Evaluation Committee, subject to the City's authority to withhold documents, as stated above.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

## SECTION B

## CONTRACT AWARD

**1. CONTRACTOR SELECTION:** The City will award a Price Agreement to the contractor whose proposal is considered and evaluated as being the most advantageous to the City. The contractor selection process will be carried out under Portland City Code, Chapter 5.33.

**2. CONTRACT DEVELOPMENT:** The proposal and all responses provided by the Contractor may become a part of the final Price Agreement. The form of Price Agreement shall be the City's Contract for Services.

**3. NOTICE OF INTENT TO AWARD:** A notice of intent to award posted on the Procurement Services website does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing any equipment, suppliers and/or services, the Contractor must receive a properly authorized purchase order or Price Agreement.

**4. ASSIGNMENT OF ANTI-TRUST RIGHTS:** By entering into a Price Agreement, the Contractor, for consideration paid to the Contractor under the Price Agreement, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any services provided to the Contractor by any person, which services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this Price Agreement.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Price Agreement, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Price Agreement.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action, which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- a. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- b. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- c. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the city of Portland its proportionate share thereof, if any, assigned to the State hereunder.

**5. FAILURE TO EXECUTE CONTRACT:** Failure on the part of the respondent to whom a contract is awarded to execute the Price Agreement and deliver the Price Agreement and required documents with the required bonding and insurance certificates within twenty (20) calendar days shall be just cause for cancellation of the award and withdrawal of the Price Agreement. Award may then be made to the next scored proposer, or the work may be re-advertised, or otherwise as the City may decide.

**[END OF PART III PROPOSAL EVALUATION]**

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**ATTACHMENT 1**  
**SCOPE OF WORK**  
**FOR**  
**RFP No. 00000985, PROFESSIONAL SECURITY OFFICER SERVICES**

**1. GENERAL REQUIREMENTS**

OMF Facilities Division requires the services of reliable, exceptional Security Officers to work in conjunction with Facilities staff and in coordination with Portland Police Bureau (PPB) and other law enforcement agencies. The selected Contractor shall be expected to work closely with designated City of Portland bureau personnel and provide state certified and trained personnel who are properly equipped and prepared to meet the service needs of the security detail they are assigned to under the resulting contract.

Contractor shall comply with all applicable laws, regulations, permits and licensing requirements, including all pertinent federal, state, and local laws relative to business financial operations, labor and wages, EEO, ADA, immigration, and other labor regulations and licensing requirements while providing security services under the resulting Contract.

The primary focus of the solicitation is to provide security guard services for the City as specified herein. Because this work has such a significant impact on public safety, time will be of the essence. Notwithstanding the staffing and coverage requirements for the locations identified in this Scope of Work, Contractor must demonstrate that they can engage external resources to dispatch additional qualified Security Officers to respond to an emergency at the request of the City.

**2. SCOPE OF WORK**

The selected Contractor shall provide security services as defined by City of Portland for building occupants, visitors, employees, contractors and the general public to prevent and solve problems, enforce building rules in a diplomatic manner, protect personnel and property, and promote good public relations

The coverage includes, but is not limited to, providing armed and unarmed, uniformed and plain clothes security guard services to nine (9) City of Portland buildings and locations, 365 days a calendar year, meeting the staffing requirements for the buildings and locations outlined in this Scope of Work.

Contractor's work performance shall include limited roving security posts, ongoing roving patrol, and certain fixed posts. Coverage needs will range from static to dynamic and may be affected by the weather, programmed events, holidays, school schedules, and level of (security) activity required. Additionally, there will be added coverage for special events within these facilities, such as weddings, private parties, conferences, etc. which will be scheduled with the Contractor upon confirmation of the logistics. Proposer should note that security needs may also be required at a "moment's notice" when those certain conditions exist which would warrant a higher security presence.

City reserves the right to refuse Contractor's personnel whom City determines not to be qualified for the particular assignment. The Contractor shall remove any of its personnel from any site or function, upon request of City, and shall not reutilize removed personnel in the performance of the duties of the awarded Price Agreement unless first approved by the City.

**3. CONTRACTOR REQUIREMENTS**

Contractor must be licensed by the State of Oregon as an armed/unarmed private security services provider per ORS Chapter 181. Must meet all applicable local, State and Federal requirements with regards to providing armed security services

Contractor must comply with Oregon Secretary of State of Administrative Rules for Public Safety Standards and Training OAR 259-060, Private Security Service Provider Rules. See also BASIC QUALIFICATIONS.

Contractor must comply with Department of Public Safety Standards and Training (DPPST) requirements for an Armed Private Security professional. See also BASIC QUALIFICATIONS.

Contractor must demonstrate in their proposal that they have a minimum of five (5) years of experience as the owner, operator, or principal of a security services business providing armed and unarmed security services. Experience with governmental agencies desired.

The Contractor shall have a full-time office dispatch facility located in the Portland metropolitan area that is staffed full-time during business hours of 8:00 A.M and 5:00 P.M. and have provisions for emergency telephone contact 24 hours per day. The Contractor's office shall have cellular telephone, fax, and internet e-mail access available to the City 24/7/365.

#### **4. PERFORMANCE LOCATIONS, REQUIRED COVERAGE, AND HOURS**

The staffing requirements to be met by the awarded Contractor are listed below. Coverage requirements are subject to change as additional coverage may be requested at the individual locations to address security needs as they arise. Changes requiring Contractor to provide additional staff shall be provided to the City at the same contracted rate. Estimated Total Price Agreement Hours: 78,000.

##### **A. THE PORTLAND BUILDING\*: 1120 SW Fifth Ave, Portland, Oregon 97204**

- Third floor Security Operation Center (SOC) - Two (2) Unarmed Security Officers and one (1) Unarmed Security Officer (Rover), twenty-four hours a day, seven days a week.
- Monday through Friday, first floor security post(s) will be covered by two (2) Armed Security Officers. 8:00am to 5:00pm
- Second floor – One (1) Unarmed Security Officer post, Monday through Friday, 8:00 to 5:00pm
- One (1) on-site working Supervisor during the day-shift, Monday through Friday, 8:00 A.M. to 5:00 P.M.

##### **B. CITY HALL: 1221 SW 4<sup>th</sup> Ave., Portland, Oregon, 97204**

- 4<sup>th</sup> Avenue doors will have one (1) Armed Security Officer and one (1) Unarmed Security Officer, 8:00 A.M. to 5:00 P.M., Monday through Friday
- 5<sup>th</sup> Avenue door will have one (1) Unarmed Security Officer, Monday through Friday, 8:00 A.M. to 5:00 P.M.
- Mayor's Security Detail, one (1) Armed Security Officer, 9:00 a.m. to 5:00 p.m., Monday through Friday.
- One (1) on-site working Supervisor during the day-shift, Monday through Friday, 8:00 A.M. to 5:00 P.M.

##### **C. 1900 BUILDING: 1900 SW 4<sup>th</sup>, Portland, Oregon, 97201**

- One (1) Armed Security Officer for BDS Permit Center, Monday through Friday, 8:00 A.M to 5:00 P.M. and every Thursday evening for a minimum of four (4) hours.
- One (1) Unarmed Security Officer at front entrance post, Monday through Friday, 8:00 A.M to 5:00 P.M.
- One (1) Unarmed Security Officer at security post, twenty-four hours a day, seven days a week
- One (1) on-site working Supervisor during the day-shift, Monday through Friday, 8:00 A.M to 5:00 P.M.

**D. UNION STATION:** 800 NW 6<sup>th</sup> Avenue, Portland, Oregon, 97202

- Two (2) Unarmed Security Officers (Roving), 24/7/365
- One (1) on-site working Supervisor during the day-shift, Monday through Friday, 8:00 A.M to 5:00 P.M.

**E. COLUMBIA BLVD. WASTEWATER TREATMENT PLANT:** 5001 N. Columbia Blvd., Portland, Oregon, 97203

- Two (2) Unarmed Security Officers, 9:00 P.M. to 5:00 A.M., Mon-Sun

**F. 400 BUILDING:** 400 SW 6<sup>th</sup> AVENUE: Portland, Oregon, 97204

- One (1) Unarmed Security Officer, 8:00 A.M to 5:00 P.M., Mon-Fri

**G. WATER BUREAU AT INTERSTATE:** 1900 N. Interstate, Portland, Oregon, 97227

- One (1) armed security, 8:00 A.M to 5:00 P.M., Mon-Fri

**H. KERBY YARD:** 2929 N. Kerby St. Portland, Oregon, 97227

- Three (3) Unarmed Security Officers (Roving), 12-hour shifts, 24-hour shift on weekends

**I. BOEC-PCC-ECC:** 9911 SE Bush St., Portland, Oregon, 97266

- One (1) Unarmed Security Officer, 8:00 A.M to 5:00 P.M., Mon-Fri

**J. AFTER HOURS COVERAGE:** After hour coverage is defined as the hours between 5:00 P.M. and 7:00 A.M PST.

- One (1) roving working Supervisor during after-hours shift, Monday through Friday, 5:00 P.M. and 7:00 A.M.
- One (1) Manager

The Portland Building, City Hall, 1900 Building, and Union Station are all locations which operate twenty-four hours a day, seven days a week, 365 days a year, including holidays. The Portland Building also serves as the Closed-circuit television (CCTV) monitoring and response station for all other locations.

*\*The Portland Building is currently under construction building occupancy is currently targeted for Fall 2019.*

Contractor shall notify City as soon as possible if there is a variance in agreed upon coverage; or if there is a change in supervisory personnel assigned to perform the duties. If Contractor fails to provide personnel for the required coverage, (i.e., if a scheduled position is open/unattended for more than three (3) hours) City of Portland shall have the right to fill the post with City of Portland personnel, or personnel from another contractor, and be reimbursed, at a rate two (2) times the actual cost of the City of Portland employee or other officer assigned to cover the post. This will continue until the Contractor notifies City of Portland when coverage will be restored, and the coverage is restored at the beginning of a scheduled complete shift.

**5. STATION DETAIL**

Selected Contractor shall provide services on an as-needed basis in the following general categories:

**A. BUILDING SECURITY STATIONS:** Maintain presence at main security stations at the following building locations: **The Portland Building, City Hall, 1900 Building, Union Station, Wastewater Treatment Plant (BES), 400 Building (BES), Water Bureau (N. Tillamook and Interstate), and Kerby Yard (PBOT) and BOEC PCC-ECC.** Monitor all fire, life, safety (FLS), and

security equipment located within each building. Monitor and control access as required to meet building schedules, protect assets, and provide required information to emergency responders during medical or building emergencies. These stations shall be occupied during hours of operation respective to each facility.

**B. CENTRAL MONITORING STATION:** There is one (1) twenty-four hours a day/seven day a week central monitoring station located in the **Portland Building**. Central station shall be responsible for acknowledging and providing appropriate response to duress calls, FLS calls, trespass, medical emergencies, etc. City Hall security station will serve as the backup to the Central Monitoring Station.

**C. ARMED STATIONS:** There shall be five (5) armed Security Officers on duty during all business hours:

- One (1) shall be in the Mayor's Office,
- One (1) shall be at the City Hall Security Station,
- One (1) shall be at the Water Bureau, and
- Two (2) shall be at the Portland Building Security Station.

The armed Security Officers shall provide for each other's breaks as required to meet the scheduling requirements. *Contractor must ensure that break requirements are met at locations where one (1) Supervisor is stationed.*

**D. MAYOR'S OFFICE DETAIL:** The working relationship between the PPB and Mayor's Office security detail is of prime importance. All efforts should be made to assign individuals who have specific experience in the PPB, however at a minimum, each assigned person must have prior active sworn police officer experience for a minimum of five (5) years. See also section 8.3 MAYOR'S SECURITY DETAIL (ARMED OFFICER).

**D. BUILDING ROVERS:** Security Rovers shall be scheduled to assist building Security Officers with opening and closing procedures and during peak use times. Rovers provide a periodical security presence on all floors of the building and its outside areas, reporting any unusual findings or safety concerns.

**E. SPECIAL EVENT DETAILS:** Provide crowd control at special events, security as needed at other City related sites. Provide overnight security for Facilities related properties. These special details are not considered to be complete. Other additional needs may be identified.

### **Building key/access cards**

All building keys/access cards shall be picked up and turned into the appropriate person and/or location. NO facility keys/access cards are to leave the building or be left unattended at any time. Facility keys/access cards shall not be considered to have been properly turned in unless received directly by the appropriate person on duty. Contractor shall immediately notify the City of any lost or missing key/access cards and will be responsible for all costs relating to lost or stolen keys, up to and including re-keying locks.

## **6. BASIC QUALIFICATIONS**

### **6.1 UNARMED SECURITY OFFICER**

- a. All Security Officers and Supervisors assigned to the City must be certified by the State of Oregon and meet all the requirements of ORS Chapter 181, "Regulation of Private Security Providers" and OAR Division 60, "Private Security Services Providers Rules".
- b. In addition to the minimum Oregon Department of Public Safety Standards and Training (DPSST) certification standards, each Officer shall receive an additional forty (40) hours of specialized training quarterly, to include, de-escalation techniques, dealing with persons with mental illness, customer service, use of force, violence in the workplace, and City of Portland

ordinances specific to the Price Agreement. Training curriculum will be reviewed and approved by the city.

- c. Officer candidates must have two or more of the following additional qualifications:
  - i. Have served in a military force on a full-time basis a minimum of four (4) years (must produce a DD-214 form) with honorable discharge.
  - ii. Have experience as a law enforcement officer (can include reserve officers).
  - iii. Have a degree in law enforcement or criminal justice.
  - iv. Have a minimum of five (5) years' experience as a security officer and have experience in security service in a municipality or municipal owned facility.
- e) Pass a drug screen (four part: marijuana, cocaine, opiates, methamphetamine), a Portland Police Bureau (PPB) Level one and Level two criminal background checks (Refer Exhibit B), and employment reference check.
- f) Demonstrate the ability to read and write in English equivalent to a high school graduate and to have effective verbal skills in order to communicate in English, particularly during emergency situations. A performance test shall be required.
- g) Demonstrated ability to operate personal computers and ability to word process at a minimum of twenty (20) words per minute. Performance test required.
- h) In addition to twelve (12) hours of State of Oregon training as mandated by ORS 181.883, officers shall have at least eight (8) hours of orientation training devoted to City of Portland government and services, conducted by qualified instructors. Training curriculum to be mutually developed with the City and to cover at a minimum the following:
  - i. Understanding City Government Operations
  - ii. Overview of City security posts
  - iii. Building Rules
  - iv. Rules of Conduct for City Property
  - v. Legal aspect - Use of Force
  - vi. Communicating with public and City personnel
  - vii. Use of all communication devices
- i) In addition to the above classroom training, have at least eight (8) hours on-the-job, field training with a supervisor familiar with this account before assigning that Security Officer to work alone.
- j) Security Officers assigned to operate City of Portland motor vehicles shall have a valid Oregon or Washington State Driver's license and have completed a defensive driving course acceptable to City.
- k) At City's option, selected Contractor's employees shall submit to an interview with a City representative prior to starting work, as a basis to determine security officer suitability for work at City of Portland. At a minimum, all security supervisory positions shall be interviewed by City prior to placement.
- l) Security Officers assigned to perform work under the awarded Price Agreement must be able to perform essential functions of the position including but not limited to: standing and walking an entire shift, walking up and down stairs, capable of hearing ordinary conversation, seeing and hearing alarm signals, able to lift and carry up to fifty (50) pounds, proportionate in height and weight, and in physical condition to respond to emergencies, which may include running for short distances.
- m) Security Officers assigned to perform work must be able to pass an Essential Functions

Performance Test which includes the following:

- Ambulate on a treadmill at a speed of 2.5 mph for 5 minutes;
- Walk (not run) on treadmill at 4.5 mph for 1.30 minutes, step off treadmill, lift 23 lbs. from 0 inches, ascend/descend a 9-inch step 15 times in 30 seconds;
- Ascend and descend a step with a height of 9 inches (stair 3 flights in 2 minutes);
- Lift 30 lbs. vertical lift from 16 inches to 53 inches from the floor;
- Lift 30 lbs. vertical lift from 53 inches to 12 inches overhead;
- Horizontally transfer 9 lbs. a distance of 100 feet in 30 seconds;
- Lift/carry 11 lbs. vertical lift from 0 inches to 45 inches from the floor and horizontally transfer 40 feet continuously without setting weight down;
- Horizontally transfer 68 lbs. of force on a sled a distance of 54 feet in 30 seconds;
- Horizontally transfer 50 lbs. of force on a sled a distance of 54 feet in 30 seconds;
- Horizontally transfer 50 lbs. of force on a sled with upper extremities only a distance of 1 foot;
- Squat to reach a point 0 inches from the floor.

n. Must have successfully completed an advanced First Aid Course, be able to administer oxygen, and operate an AED (automated external defibrillator).

Successful completion of the Essential Functions Performance Test is required for all individuals used in the performance of the duties of the awarded Price Agreement. Results and evidence of licensure and certification shall be made available to the City upon request.

## **6.2 ARMED SECURITY OFFICER**

In addition to the qualifications for an Unarmed Security Officer as required by Department of Public Safety Standards and Training, and the requirements listed above, all armed security personnel must meet the following requirements:

- a) Must meet the minimum Department of Public Safety Standards and Training (DPPST) requirements for an Armed Private Security professional.
- b) Must complete DPPST Basic and Refresher training and receive certification.

### Basic training

Basic Unarmed course (14 hours); and

Basic firearms course as defined in OAR 259-060-0060 which consists of a minimum 24 hours of basic armed instruction, a written examination, safe gun handling test and marksmanship qualification.

### Refresher training

The Armed annual refresher course consists of a minimum of four hours including the armed refresher course and exam and firearms marksmanship requalification.

In addition to the annual refresher course, armed private security professionals must complete an unarmed renewal training biennially.

Armed private security professionals who fail to complete the armed annual refresher course must complete the 24-hours of basic firearms instruction before reissuance of certification.

## **7. STANDARD PERFORMANCE REQUIREMENTS**

Security Officers shall demonstrate the highest standards of personal and professional conduct and are expected to adhere to standards of behavior, which reflect in a positive manner for their company and the City; and shall be proactive in the performance of the position and their duties.

**The standard performance requirements of all security personnel are as follows:**

- a) All Security Officers used to perform duties of the awarded Price Agreement shall report for work in good condition with sufficient rest to carry out their entire shift. No use of alcohol is permitted for eight (8) hours prior to work shift and at no time will Security Officers be under the influence of alcohol or use of illegal substances. Officers who are ill or in any other way incapacitated shall not be allowed to remain on the site.
- b) No Security Officer shall report for duty with less than twelve (12) hours off from having worked a previous shift, unless such reporting is necessitated by an emergency but no more than eighteen (18) hours. Normally, no security personnel shall be allowed to work more than twelve (12) consecutive hours. Only the City can declare an emergency and authorize selected Contractor to hold their security personnel beyond the twelve (12) hour requirement.
- c) No security personnel shall be assigned to work a post or work site by themselves without first having been trained, tested and successfully demonstrating a comprehensive knowledge of the job functions and responsibilities for that post or work site.
- d) All Security Officers assigned to perform duties of the awarded Price Agreement shall report for duty in clean, well fitting, and complete uniform as specified by the Contractor and City. City reserves the right to approve and/or modify the uniform as mutually agreed with the Contractor. Security Officers shall not wear any non-uniform clothing items or jewelry that detracts from a professional appearance as judged by the City. Hair and facial hair must be neat and trimmed. Personal hygiene and hygiene products must be maintained at a level that odors cannot be detected within two (2) feet of the individual (perfume and deodorants used in excess, may cause air quality issues effecting individuals with allergies or causing allergic reactions).
- e) Contractor's personnel shall follow Standard Operating Procedures (SOP) to report all unlawful activity, and other incidents, acts, or conditions that may affect the safety, security and/or well-being of City facilities, City staff, and building visitors.
- f) Contractor shall immediately investigate and report to City as soon as practicable, any occurrence involving Contractor's employees, any work related accident, damage to or loss of City property, reports or allegations of employee misconduct, or other problems that may affect the satisfactory performance of individual officers or overall performance of the duties of the awarded Price Agreement.
- g) Unless assigned to an armed position, Security Officers shall be unarmed. They shall not be deputized or sworn and shall not have citation authority. They may, in certain specific cases, be authorized to issue building exclusions as directed by law. No unauthorized weapons shall be worn, carried, or kept in vehicles used by Security Officers.
- h) Following the approved Use of Force and Rules of Engagement agreed upon by both the Contractor and City, Security Officers shall be expected to use common sense and apply good judgment when under circumstances where these rules and guidelines should be adhered to. Officers shall not attempt to handle situations that are dangerous or are beyond their ability to engage with safely and effectively. They shall call 911 for police, and/or other public safety responders if needed.
- i) Security personnel must understand that the City's role of community stewardship and public involvement requires a customer-oriented approach. Security personnel must be polite, diplomatic and professional at all times, and treat all persons with dignity and respect. Discrimination and harassment shall not be tolerated in any form.
- j) Security Personnel should familiarize themselves with City government's elected officials, City building bureaus and occupants, and any other information routinely requested by the public.

- k) Security personnel shall be able to communicate with persons in a positive and diplomatic manner to explain rules, provide information or direction, and use verbal persuasion to obtain voluntary compliance. Security personnel shall never act in an officious or overbearing manner but should be able to interact with a variety of people and personality types, person to person, on the basis of mutual respect, fair and equal treatment; constructive solutions should be sought to solve problems in a positive and respectful manner.
- l) Security Officers must be able to relate to and communicate well in English, with a variety of people and personality types, be able to diffuse and resolve conflict(s) and solve problems in a polite and professional manner. Must be able to communicate well and use judgment and discretion in stressful situations.
- m) Security Officers shall be knowledgeable of threat analysis, threat management protocols, crowd assessment, and control tactics and techniques.
- n) Security Officer shall assist with the security and dignitary protection aspects of events planning.
- o) Security Officers shall conduct daily risk assessments, write incident reports, and provide assistance as requested. Computer skills are required for word processing, email, and information searches.
- p) Security Officers shall maintain confidentiality with regard to ALL materials, information, and conversations Security Officer may have contact with during the performance of the duties of this assignment.
- q) Security Officers shall respond to Commissioner's Offices and other bureau offices dealing with calls for assistance with mentally ill, antagonistic, or aggressive subjects.
- r) Security Officers shall develop and have approved through the City, optional tools for a less than lethal force continuum.
- s) Security Officers shall respond to a potential active shooter scenario.
- t) Security Officers shall develop shooter training and response procedures
- u) The Security Officers shall be able to operate the portable radios used by the Portland Police Bureau and be knowledgeable of the radio codes and protocols used by the Police Bureau. While on duty, the Security Officer shall maintain radio and telephonic communication with the police, fire, and emergency medical dispatch system operated by the Bureau of Emergency Communications.
- v) Security Officers shall be trained in and be knowledgeable and capable of deploying usual and customary dignitary protection tactics and techniques and be familiar with the executive protection protocols of Federal, State, and local law enforcement agencies.

## **8. PRIMARY DUTIES**

### **8.1 UNARMED SECURITY OFFICER**

Unarmed Security Officers will generally perform the following duties:

- a) Observe and provide oversight of the ingress and egress process of all visitors and staff at seven (7) City locations. Report any unlawful activities, safety hazards, maintenance problems, etc. that are observed or otherwise identified.
- b) Operate and monitor various types of electronic security/safety devices including, surveillance

systems, access control systems, elevator control systems, fire/duress alarm systems, and audio visual (annex display system).

- c) Operate a standard personal computer: including word processing and e-mail.
- d) Conduct regular roving patrols.
- e) Enforce the City's Rules of Conduct <https://www.portlandoregon.gov/citycode/28410> by engaging those subjects who perform inappropriate acts. Security Officers should seek compliance to the rules to protect employees, visitors, and City assets, while using a firm and professional approach.

## **8.2 ARMED SECURITY OFFICER**

Armed Security Officers will generally perform the following duties:

- a) Assist and provide skilled backup intervention with potential or real threats to personnel or property.
- b) Maintain a constant presence at main building entry points during all business hours.
- c) Respond to any building emergency which requires a heightened level of security response.
- d) Provide security as requested at public meetings.
- e) Work closely with the Portland Police Bureau and other law enforcement agencies to provide the highest level of security for the City; maintain communications so preventative security measures can be implemented in a timely manner.
- f) Officers shall take a pro-active approach to problem solving. They shall enforce the City's Rules of Conduct by engaging subjects who perform inappropriate acts. Security Officers should seek compliance to the rules to protect the City's employees, visitors, and City assets, while using a firm and professional approach.

## **8.3 MAYOR'S SECURITY DETAIL (ARMED SECURITY OFFICER)**

For this position, the selected Contractor shall provide a minimum of four (4) security officers to be interviewed by the Mayor or his/her designee before being assigned for initial startup to perform the duties of the Price Agreement. Prior to the interview, each Officer must have completed and passed a PPB level 2 criminal background investigation. The Officers as selected by the Mayor shall be the only Officers assigned to this detail. (Reference Exhibit B sample background form)

The standard schedule for the Mayor's security detail is typically Monday through Friday, 9:00 a.m. to 5:00 p.m. Wednesday and Thursday may include additional hours for evening Council hearings. Other additional hours may be required that may also include special events when attended by the Mayor. In addition to the standard schedule, Security Officers assigned to the Mayor's Security Detail must be prepared to be present and available during all scheduled hours as required by the City.

Specific to the performance of the Mayor's Security Detail, the Armed Security Officer shall:

- a) Establish their main location in the Mayor's suite directly behind the main reception desk.
- b) Interact with building security on a daily basis.
- c) Always abide by the establish dress code. The standard "uniform of the day" shall be customary business attire, unless otherwise specified by the Mayor.

- d) Physically respond to emergency security requests in other areas of City Hall when it is possible to do so without jeopardizing the security of the Mayor's Office.
- e) Attend all public Council hearings, City Hall press conferences, and events as directed by the Mayor's office.
- f) Always be aware and maintain cognizance of visitors approaching and/or entering the Mayor's Office and be alert for any suspicious behavior. Follow the City's established protocols when individuals enter the Mayor's Office.
- g) Conduct periodic inspections of the Mayor's Office, adjacent areas to the Mayor's Office on the third floor of City Hall.
- h) Prior to Council meetings or other meeting involving the Mayor inspect the Council Chambers and public meeting rooms. Look for any suspicious object or activity which could pose a threat to personnel or facilities and take appropriate actions if found.
- i) Maintain ongoing training and certification in first aid, CPR, AED, firearms, and hand-to-hand defensive techniques.

#### **8.4 SECURITY OFFICER SUPERVISOR**

Security Officer Supervisors will generally perform the following duties:

- a) Monitor Security Officer performance and overall quality of service.
- b) Ensures all posts are staffed, reviews and update posts Standard Operating Procedures, review and approve Daily Activity Reports (DARS) and Incident reports and ensure change of orders are communicated.
- c) On days or nights when the regularly assigned Supervisor is off, another qualified Supervisor familiar with the account, a Manager, an Executive Manager, or the designated senior level state certified staff previously approved by the City who is familiar with the account shall serve as Supervisor and shall be able to respond to incidents as needed.
- d) In addition to the supervision above, Contractor shall work with the City to identify the appropriate staff to perform management oversight and performance monitoring to ensure quality standards are maintained and that the provisions of the awarded Price Agreement are met. This may include spot checks, "ride along's", inspection of personnel, and employee discipline to assure the standards and provisions of the awarded Price Agreement are maintained.

#### **9. REQUIRED EQUIPMENT**

Contractor shall furnish at their own expense, all equipment necessary for officers to safely and effectively complete their duties and fulfill the requirements of the awarded Price Agreement. Unless otherwise agreed, this shall be paid for by the selected Contractor and built into the base billing rate. Equipment to be provided by the Contractor shall include:

**A. PATROL VEHICLES:** Patrol vehicles shall be late model automobiles, small pickup trucks, or small to medium SUV's, no more than five (5) years older than the current model year, equipped and marked in a manner acceptable to City (signage and marking must be professionally installed and permanently attached.)

**B. TWO WAY RADIOS - CELLULAR TELEPHONES:** Each officer (or two officers if working in pairs), plus the supervisor shall be equipped with a two-way radio and/or a cellular telephone capable of reliable city-wide coverage. A central dispatch radio shall be positioned at The Portland Building

Security Operation Center (SOC).

**C. ELECTRONIC GUARD TOUR SYSTEM:** Contractor shall provide an electronic system, acceptable to City, for documenting patrol rounds and verifying security officer activities, at the Contractor's expense. System shall be capable of generating reports, which can be transmitted via internet e-mail.

**D. FORMS:** Contractor shall provide reports as mutually determined with the City such as: officer sign-in sheets, daily activity logs and incident report forms.

**E. SECURITY OFFICER GEAR AND EQUIPMENT:** Contractor shall provide at their expense, communications equipment and systems needed to satisfactorily meet the requirements of the awarded Price Agreement, and ensure personnel are accessible via these systems.

Contractor shall provide security officer personal protective equipment such as gloves, hats, flashlights, protective ballistic vests (Union Station post only), all weather gear, other personal equipment for officers to perform their duties safely and effectively.

Each Security Officer (or two officers if working in pairs) shall be equipped with a two-way radio and/or cellular telephone with city-wide coverage so that they may talk to each other, to their supervisor, and/or immediately summon help or report problems.

**F. SUPERVISOR EQUIPMENT:** Contractor shall provide Supervisors equipment to meet the following requirement: The Supervisor and/or Manager assigned to this account shall be accessible to Contractor's security employees by two-way radio, cell phone, and pager during hours of coverage. The field supervisor on duty shall be accessible to City via cell phone and pager during hours of coverage.

**G. ACCOUNT MANAGER EQUIPMENT:** Contractor's account manager responsible for this account shall be reasonably accessible to City via pager and/or cellular telephone during business hours and for emergencies after hours.

## **10. RECRUITMENTS, HIRING, EMPLOYEE RETENTION AND DEVELOPMENT**

**A.** In conjunction with Section 6. BASIC QUALIFICATIONS, Contractor shall work with City to establish high level classifications of security officers based on performance, skills, training, certification, and length of satisfactory performance and experience. Classifications shall correspond with the following:

- a. Security Officer
- b. Armed Security Officer
- c. Supervisory Security Officer (aka Sergeant)
- d. Senior Security Officer (aka Lieutenant)
- e. Security Manager (aka Captain)

Each classification should include up to four (4) levels of pay to provide encouragement for officers to perform at a satisfactory or better level. The City of Portland, Office of Management and Finance publishes a report that shall provide a yearly minimum hourly wage rate for security services performed by the awarded Contractor. The adjustment shall be effective for all contracts on July 1 of each year.

**B.** Contractor shall notify City as soon as practicable that a scheduled position will become vacant or is currently open/unattended.

**C. EMPLOYEE RETENTION:** The City has a vested interest in the retaining the employees who perform security services at City buildings and locations. The certifications, skills, and training involved

for all security officer positions makes them a valuable asset for ongoing and future security service needs. Upon the expiration of the existing agreement for security services, the exiting Contractor will be requested to provide the City with a list including the employees' names, classifications, work locations, and phone numbers, for all active employees who will be laid off upon the Contract's expiration. The City shall offer the list of qualified and trained employee's names and contact information to the awarded Contractor. The awarded Contractor shall be advised to interview and consider for employment, available employees prior to recruiting from the general public to fill any vacancies related to meeting the security officer service requirements of the City in the awarded Price Agreement.

In addition, the City is interested in preventing labor disruption to help maintain the consistency of services, but also as a part of providing a workforce capable of earning a living wage. Therefore, proposers should clearly outline workforce and employee retention policies aimed at retaining motivated and satisfied workers and preventing labor disruption. The City also expects proposers to apply the long-standing tradition and practice of requiring just cause and due process for employee discipline and termination.

**D.** Contractor shall assure City that no Security Officer, Supervisor, Manager will be assigned, reassigned, disciplined, promoted, or transferred away from the duties of the awarded Price Agreement without the City's prior notification.

**E.** Contractor shall supervise, monitor and discipline employees as needed and remove from duty any employee who fails to perform satisfactorily or who conducts themselves in an unacceptable manner including:

- Rude, disrespectful, insubordinate, or threatening behavior
- Being under the influence of intoxicants
- Sleeping while on duty
- Possessing an unauthorized weapon
- Engaging in unlawful activity
- Violating a building rule or published building policy rules
- Behavior unbecoming of a Security Officer under contract with the City of Portland.

The City expects proposers to follow a progressive discipline approach, such that remedial training is provided to the employee, that the employee has the opportunity to correct the behavior, and that disciplinary actions follow a documented escalation process prior to termination.

**F.** The City is interested in preventing labor disruption to help maintain the consistency of services, but also as a part of providing a workforce capable of earning a living wage. Therefore, proposers should clearly outline workforce and employee retention policies aimed at preventing labor disruption. The City also encourages firms to apply the long-standing tradition and practice of requiring just cause and due process for discipline and termination.

**G.** Contractor shall not require its employees assigned to City of Portland to sign any document prohibiting them from seeking employment with another security contractor or the City for any period of time either during or subsequent to their employment with awarded Contractor.

## **11. WAGE AND BENEFITS POLICIES**

**A.** The City Council established a Fair Wage Policy for certain formal service contracts on June 5, 1996. This action ensured that workers performing critical services for the City be compensated at a level that takes them and their families beyond poverty level. On April 15, 1998, the Council amended the Fair Wage Policy on formal contracts for janitorial, security, and parking attendant services. This amendment set forth revised wage rates as well as the requirement that all workers have access to health insurance coverage. On August 24, 2000 the Council has approved a Fair Wage Ordinance which adopts a Portland City Code establishing a New Chapter 3.99 Fair Wage Policies, to the Portland

City Code.

**B.** PCC 3.99.3015- Amended by Ordinance No. 187124, effective May 13, 2015.) City of Portland bureaus or operating units entering into contracts for covered services shall include the minimum hourly wage rate established in PCC 3.99 in all procurement announcements and resulting contracts. Contractors' compliance with the minimum wage requirements shall be monitored through submission of monthly certified payroll, mandatory employee notification of minimum wage rates via on-site postings, designation of bureau staff responsible for compliance monitoring and complaint resolution, and other measures deemed appropriate by the City bureau or operating unit. Contracts entered into by the City for covered services shall also include a non-retaliation clause protecting workers who assert wage claims based on this Chapter.

**C.** PCC 3.99.030- (Added by Ordinance No. 187124, effective May 13, 2015.) Contracts entered into by the City for covered services shall include in the agreement the minimum hourly wage rate at the time the contract becomes effective and at the annual adjustment date of July 1. For agreements and contracts not subject to Section 3.99.010, the City shall not rely upon, nor reference, this Chapter 3.99 in those agreements

**12. WAGE POSTING REQUIREMENTS**

Upon start of awarded Price Agreement, City shall verify that a copy of Contractor's wage and benefits proposal, listing classifications, hourly wage and benefit package description, shall post at each work location in readable formats for all employees. Contact information will be included for wage posting questions.

In addition, Contractor shall post information regarding employees whose household income meets the eligibility requirements for the Federal Earned Income Credit (EIC). Contractor shall make available these forms required to secure advance EIC payments from employer pursuant to Section NO.5 of the EIC.

**13. WAGE RATE REQUIREMENT**

During the first year of the awarded Price Agreement (effective June 1, 2019) the minimum wage rate for all personnel used in the performance of this Price Agreement shall be \$15.93 per hour. This total compensation is only a minimum. Contractors may exceed this policy.

**Note: Proposal shall be considered non-responsive if any employee earns less than \$15.93 per hour.**

**14. EMPLOYEE PAY RATES**

**A.** Proposers should propose a base pay rate that will attract and retain highly qualified security officers. This should be based upon the performance and quality requirements outlined herein, and the proposers experience with local market, labor pool, etc. At a minimum, pay rates must be in compliance with the City's Fair Wage Policy (see **A. Wage and Benefits Policies** above).

**B.** Health benefits and a benefits package acceptable to the City shall be provided to each employee who participates in the performance of the duties of the awarded Price Agreement. If employees elect not to receive a portion of, or the entire benefits package, selected Contractor shall provide employee, as additional wage, the difference of these costs up to and including a wage and benefit total compensation of not less than \$15.93 per hour. The additional benefit compensation must be reflected in the proposals Attachment 3, Contractor's Staffing Plan and Cost Workbook. Benefits package description and cost shall include direct employee benefits only, such as medical, health/dental, retirement, etc., **NOT** mandated coverage such as S.S.I., FICA, general liability, automobile liability, and workers' compensation, etc. Complete description of benefit program and cost shall be included in Contractor's proposal.

**C.** The proposed billing rate should provide for pay increases based on individual security officer performance and should be coordinated with the quality assurance and performance review system required for the awarded Price Agreement.

**D.** In addition to security officer positions, a Supervisor shall be assigned by the selected Contractor, and be paid a supervisor's premium or an established salary.

#### **15. CERTIFIED PAYROLL**

The Contractor shall provide monthly certified payroll verification to the City for all Contractor's employees used in the performance of the duties of the awarded Price Agreement (reference attached sample certified payroll form and instructions, **Exhibit B**). If, during the term of the awarded Price Agreement, the Contractor fails to provide required wages or benefits to workers, the City may consider Contractor in breach of contract. Such action shall warrant suspension or termination of Price Agreement, and any other remedies allowed by law and provided for under the City's standard service agreement.

#### **16. BILLING**

**A.** No overtime shall be billed to City unless it is approved in advance by City or unscheduled additional coverage is required with less than forty-eight (48) hours' notice.

**B.** Billing will be based on the pay rate of the individual Security Officer doing the work plus a percentage markup for the selected Contractor. Pay differential for officers with longer service and superior performance is encouraged.

**C.** Billing rates shall remain firm for the first year of the Price Agreement term.

**D.** Billing shall be for time actually worked and shall be submitted on a monthly basis. All billing shall be supported by true copies of security officer sign in sheets showing work starting and stop time, or other documentation acceptable to City. Expenses or any other charges shall be approved in advance by City.

#### **17. WORK PERFORMED BY THE CITY**

**A.** Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. The OMF Facilities Division has assigned a Security manager who will oversee the work and provide support as needed.

**B.** City will provide items and training for the use and return by the Contractor. These items may include the following:

- City of Portland photo ID
- Keys for gate padlocks and restrooms
- Other equipment items mutually agreed upon
- PPB Radio (Mayor's detail only)

**C.** The City's contact for the awarded Price Agreement will be the City Facilities Security Manager or designated alternate. Contractor shall not change agreed upon coverage without written or electronic notification to, and subsequent authorization from, City's contact.

## **ATTACHMENT 2** **RESPONSIBLE OFFEROR FORM**

The information provided on this form is not subject to the scoring criteria of the RFP.

Proposer's Business Name:

Name of Individual completing this form:

In addition to the requirements of a Responsible Offeror as described in City Code 5.33.500, the City seeks to do business with Contractors who adhere to Federal and local laws including, but not limited to, those pertaining to labor, wages, and civil rights.

In the last five (5) years has the above-named business, or any of its DBA's, owners, partners, or majority investors, been a defendant in any court action or proceeding, or had any judgement or administrative order of record against them, related to any of the following laws and regulations?

- a) Workers Compensation Law
- b) Labor Contractor Law (ORS 658.405-51, California Labor Code Sections 1420 to 1434 – Property Services Workers Protection Act, etc.)
- c) Federal Service Contracts Act
- d) Federal Davis Bacon Act
- e) Federal and Oregon Minimum Wage Laws
- f) Oregon Prevailing Wage Laws
- g) Unemployment Compensation Laws
- h) Federal and Oregon Occupational Safety and Health Laws
- i) Federal and Oregon Family/Medical Leave Acts
- j) National Labor Relations Act
- k) Civil Rights Law

If Proposer responded:

**No, to the all of the above**, check the box and sign and date below.

If Proposer responded:

**Yes, to any of the above**, check the box, sign and date below and on a separate document, respond to all of the items below for each incident you answered "yes" to:

- 1) Identify the law or regulation,
- 2) Provide a description of the incident and the end result or judgement, and
- 3) Detail what, if any measures your business has taken, or new procedures you have implemented to prevent repeat occurrences.

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT 3**  
**CONTRACTOR STAFFING PLAN AND COST WORKBOOK**  
**[REFER TO EXCEL SPREADSHEET]**

## **ATTACHMENT 4** **MWESB PARTICIPATION DISCLOSURE FORM 1**

The City's disclosure program is used to document the utilization of Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs) on City projects.

This Request for Proposal (RFP) requires submission by the Proposer of the City's M/W/ESB Participation Disclosure Form 1. Proposers must disclose the following information with their proposal response:

- 1)** Contact information and Employer Identification Number (EIN or FED ID#) for all contract participants
- 2)** State of Oregon M/W/ESB designation. (**Verify current certification status with the Office of Minority, Women, and Emerging Small Business at <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>**)
- 3)** The proposed scope or category of work that the Proposer and any subcontractors will be performing
- 4)** The dollar amount of the Proposer's self-performing work and of all subcontractors' contract(s)
- 5)** Percentage of total contract amount allocated to Oregon certified M/W/ESB participation

Report all amounts in United States Dollars (USD). The use of 'TBD', 'N/A', or similar symbols is not acceptable. All requested information must be provided.

If the Proposer will not be using any subcontractors, the Proposer is still required to enter its own information in the appropriate section and to indicate "**NONE**" in the subcontractor section of the accompanying form and submit the form with its proposal.

**FAILURE TO SUBMIT THE City's M/W/ESB PARTICIPATION DISCLOSURE FORM 1 WITH THE PROPOSAL MAY RESULT IN THE PROPOSAL BEING FOUND NON-RESPONSIVE AND REJECTED FROM CONSIDERATION**

**CITY OF PORTLAND**  
**M/W/ESB PARTICIPATION DISCLOSURE FORM 1**

This Request for Proposal requires submission by the Proposer of the following information and presented on this M/W/ESB PARTICIPATION DISCLOSURE FORM 1. Proposers must disclose the following information:

**Please print all information clearly.**

Proposer Name: \_\_\_\_\_ Proposer's Total Cost: \$ \_\_\_\_\_

Project Name: \_\_\_\_\_ RFP Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Percentage of total contract amount allocated to Oregon certified M/W/ESB participation	(Proposer & subcontractors added together)	%
---	--	---

PROPOSER INFORMATION (Please Print)	M/W/ESB	SCOPE / TYPE OF WORK	SELF-PERFORMING AMOUNT
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			\$
SUBCONTRACTOR INFORMATION (Please Print)	M/W/ESB	SCOPE / TYPE OF WORK	SUBCONTRACT AMOUNT
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			\$
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			\$
Firm Legal Name: Email: Phone #: Fax#: <b>FED ID OR EIN # (No SS#):</b>			\$
<b>NOTE:</b> 1) The Proposer and all subcontractors must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed as currently certified through the State of Oregon Office of Minority, Women, and Emerging Small Business: <a href="http://egov.oregon.gov/DCBS/OMWESB/index.shtml">http://egov.oregon.gov/DCBS/OMWESB/index.shtml</a> . 2) If the Proposer will not be using any subcontractors, please indicate "NONE" in the Subcontractor Information section of this form. 3) Do not enter Social Security numbers on this form.			

**ATTACHMENT 5**  
**PROPOSER'S STATEMENT OF EQUIPMENT POSSESSION AND ACCESS**

The undersigned hereby certifies to the City that the company named below currently owns or can lease the following equipment that will be used in the performance of this contract. Refer to Attachment 1, Scope of Work for the equipment and materials requirements of this RFP.

Company Name: \_\_\_\_\_

**EXHIBIT A  
SAMPLE  
CITY OF PORTLAND  
CONTRACT NO. 31001###**

**FOR  
PROFESSIONAL SECURITY OFFICER SERVICES**

This Agreement (Contract) is between the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called "City" and **XX**, a **XX** Corporation, hereinafter called "Contractor". This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

**RECITALS:**

The City of Portland desires to obtain professional security officer services; (the "Services");

Contractor shall provide all deliverables and services specifically described herein and in Attachment A, Technical Specifications in accordance with the terms, covenants, and conditions of the Contract and its Exhibits related to Goods or Services provided.

**THE PARTIES AGREE:**

1. **SPECIFICATIONS:** This Contract authorizes Contractor to provide and the City to procure those services and establishes the terms and conditions for the City to obtain said services from Contractor. Contractor shall provide those services described in the attachments in accordance with the prices shown herein as requested by the city and the City will accept and pay for the goods based upon the terms and conditions herein stated. All services shall be delivered and paid for in accordance with Attachment A, Scope of Work.
2. **EFFECTIVE DATE AND DURATION:** The initial term of this Contract shall begin on June 1, 2019 and shall expire on May 31, 2024 unless terminated sooner as provided herein. The total term of this Contract shall not exceed five (5) years.
3. **CONSIDERATION:** Interim payments to Contractor shall be monthly, with Contractor billing the City on a monthly basis for the total hours of security services provided. Tax exemption certificates will be furnished to Contractor upon request. The City agrees to pay Contractor a sum not to exceed \$XXXXXX/year or XXX for provision of and completion of the work in accordance with the schedule identified in Attachment B, Pricing.
4. **GENERAL DEFINITIONS:** These definitions apply to the entire Contract and subsequent Amendments:

**Amendment** means a written document required to be signed by both Parties when in any way altering the terms and conditions, contract period, or cost provisions of the Contract or changing, adding to, or substantially altering a Statement of Work.

**City Confidential Information** means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including

but not limited to Copyright, HIPAA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.

**Contract Terms and Conditions** means this portion of the Contract, the body of text from the preamble through the signature page.

**Coverage Hours** means those hours specified in this Contract or subsequent Amendment during which period Contractor shall provide Maintenance.

**Customization** means (a) any modification to or adaptation of the Products, or (b) any new component or accessory or, in the case of Software, new code, designed to run in conjunction with the Products, that contains features unique to the City's governmental purposes, whether prepared, created, or developed (1) by Contractor at the City's request as a work for hire, (2) by the City, or (3) by the City in conjunction with Contractor.

**Customer Service** means the customer support services call center that operates from 8 a.m. to 8 p.m. Pacific Standard Time, Monday through Friday (excluding national holidays), provided by Contractor to assist the City in operating the System.

**Day** means a calendar day of twenty-four (24) hours unless otherwise stated in the Contract.

**Delivery** of Products means Product has been received at the location specified in this Contract or subsequent Amendment. Delivery of Products shall not be construed to represent final acceptance following delivery of the Product.

**Documentation** means user manuals and other written materials in any form that describe the features or functions of the Products and System, including but not limited to published specifications, marketing materials, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

**Emerging Small Business (ESB)** means only those firms certified as an ESB by the State Office of Minority, Women and Emerging Small Business (OMWESB).

**Equipment** means any goods, including hardware, machinery, mechanical and electronic devices, tool, component, or materials, of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the Project or any Amendment hereunder.

**Intergovernmental Cooperative Procurement** means the Contractor will consider, on a case by case basis and in its sole discretion, whether to extend the products and services provided under this contract with the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Portland usage only. A public agency wishing to purchase items will execute its own contract with the awarded Contractor for its requirements. Participating Entities may utilize City contracts through Intergovernmental Cooperative procurement if the contract is determined by the Participating Agency to have been awarded in compliance with their bidding requirements and there is no statutory provision prohibiting such purchase.

**Knowledge Transfer** means information and know-how regarding technological or general business issues, including, without limitation, products, identified or foreseeable problems, personnel, resources, or costs, as may relate to the Project or any component thereof which Contractor may be required under this Contract or any subsequent Amendment to pass on to the City.

**Maintenance** means services provided by Contractor to the City designed to keep the System operating in optimum condition.

**Material Breach** means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.

**Minority Owned Business** means only those firms certified as a minority owned business by the State Office of Minority, Women and Emerging Small Business (OMWESB).

**Price Agreement** means the Goods Price Agreement and all the documents referenced in Paragraph 1.

**Product(s)** means Goods, Materials, Equipment, Documentation, and Services including installation, warranty services, and Maintenance and Services, which may include installation, modification and training.

**Project** means the overall collection of activities required for delivery, installation and support of the system including, without limitation, design, development, integration, testing, support and Maintenance, any of which Contractor may be providing in whole or in part.

**Software** means the object code version of any proprietary or licensed computer programs, firmware, applications, or Operating System Software which are components of the System and are licensed by Contractor to City pursuant to this Agreement, including, without limitation, any custom Software or Customization, application software, base software, diagnostic software, Updates, Upgrades and any related Documentation. Software may include Third Party Software and/or Open Source Software delivered by Contractor if required to produce and maintain the System.

**Update** means a change, modification, or enhancement to the Equipment and related Documentation, which improves its performance or efficiency, but does not alter its core functionality.

**Upgrade** means a newer, better version, change, modification, or enhancement to the Equipment and related Documentation, which Contractor makes available from time to time, which incorporates major new features or increases the core functionality of the Equipment and may be considered a new version.

**Use** means the City's right to install, integrate, configure, implement, test, access, maintain and operate the Equipment, any Contractor-provided tools to customize the Equipment; Documentation listed in the Contract; training materials City may acquire to provide internal training on the Equipment to City Users; any enhancements produced by or in collaboration with Contractor to develop the Equipment to City's unique business processes and/or programming environment for purposes of installing, operating, configuring or using the Equipment.

**User** means any person employed or working on behalf of the City, its bureaus, divisions, offices, directors, and any person or entity under contract or authorized by the City to provide it with services and to use the City's resources in whole or in part, in the course of assisting the City.

**Women Owned Business** means for purposes of this Administrative Rule, only those firms certified as women-owned businesses by the State Office of Minority, Women and Emerging Small Business (OMWESB).

**5. ORDER OF PRECEDENCE:** In the event there is a conflict between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict will be resolved by designating which portion of the Contract documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Contract the order of precedence shall be:

Amendments  
Agreement Terms and Conditions

Attachment 3, Contractor Staffing Plan and Cost  
Sample SOP, Employee Training Plan, and Work Schedules  
Position Descriptions, Pay, and Benefits  
Attachment 1, Scope of Work  
Appendix A  
Appendix B

**6. DELIVERY:** All services shall be FOB delivered to the City of Portland building and locations identified in the Scope of Work. If required by the City, Contractor shall furnish on-site or other service assistance, as may be required at no additional cost to the City. Acceptance shall not relieve Contractor from its responsibility under any representation or warranty. Contractor must be prepared to provide the services requested as specified in the Scope of Work, or otherwise immediately after receipt of request.

Contractor shall immediately notify the City by phone, if service delivery cannot be completed as intended.

Contractor shall contact the designated City project manager by calling (503) 823-xxxx. If the security services are not provided when required as requested from the City, the City of Portland, at its sole discretion, may obtain the services from other sources and the successful Offeror shall be liable for the excess costs incurred, including the difference in service pricing. Additional or repeated service delivery problems may be cause for Contract cancellation.

Service delivery as required shall not be considered complete until all discrepancies have been corrected. Services not meeting Contract specifications shall be provided to Contractor and shall be corrected at Contractor's expense. Acceptance occurs when the City authorizes payment of the invoice. If the City makes a payment for a Service prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.

**7. DELIVERY SCHEDULE:** Contractor shall use best efforts to deliver Services on time, in accordance with the scheduled delivery dates and times as set forth in this Contract.

**8. INVOICING:** The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. Contractor shall submit billings in a timely fashion.

Invoices shall be EMAILED to: [x@portlandoregon.gov](mailto:x@portlandoregon.gov).

Contractor is at all times solely responsible for billing accuracy and timeliness. Contractor shall provide invoices for the goods to the City in electronic form via email. The City is not responsible for email delivery failures. Invoices will not be processed for payment until receipt of a properly completed invoice, and until all invoice items are received and satisfactory performance of Contractor has been attained. Invoice payment terms including any offered prompt payment discounts shall start on the date of the invoice.

**9. INVOICE PAYMENT:** All services shall be performed in accordance with the descriptions supplied in Attachments 1 and 2 incorporated herein by reference. No services are to be performed except as stipulated. Submission of an invoice in the accepted format will considered Contractors Proof of Delivery. The City shall have 5 (five) business days from the date of delivery of an invoice to dispute items listed and may require additional proof of performance. Services not disputed shall be considered performed and complete as invoiced. Service delivery as required shall not be considered complete until all discrepancies have been corrected. Services not meeting Agreement specifications shall be corrected at Contractor's expense.

Billing details may be agreed upon between the Parties. Invoicing for goods and services shall at all times be in arrears. Invoices for payment shall be provided to the City within ninety (90) days of successful delivery of the billed goods and services.

Revised invoices or billing adjustments shall apply only to goods and services that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the goods and services, shall reference the original invoice in which the error was made, and contain the level of detail defined in billing detail above. Billing adjustments shall not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, goods and services that fail to comply with this Contract, or disputed charges shall not constitute default under this Contract.

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: <http://www.portlandonline.com/omf/index.cfm?c=26606&a=409834>.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

**10. INSURANCE:** Work under this Contract shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor. Contractor shall obtain and maintain in full force at Contractor expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

(a) **Workers' Compensation** insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Contractor and all subcontractors shall maintain coverage for all subject workers.

Required and attached  
 Proof of exemption (i.e., completion of Independent Contractor Certification Statement)

(b) **Commercial General Liability (CGL)** insurance covering bodily injury, personal and advertising injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required and attached  
 Proof of exemption (i.e., completion of Independent Contractor Certification Statement)

(c) **Automobile Liability** insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required and attached  
 Proof of exemption (i.e., completion of Independent Contractor Certification Statement)

Subcontractor(s)

Contractor shall provide evidence that any subcontractor, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subcontractor is included under Contractor's policy.

Additional Insured

The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, shall be without prejudice to coverage otherwise existing, and shall name the

City of Portland, its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Contractor's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

**Notice of Cancellation or Change**

Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to the City. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

**Certificate(s) of Insurance**

As evidence of the insurance coverages required by this Contract, Contractor shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement form(s) to the City prior to the award of the Contract if required by the procurement document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. Contractor shall pay for all deductibles and premiums. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

**11. TIME IS OF THE ESSENCE:** Contractor shall make every reasonable effort to meet established delivery dates and other deadlines. Circumstances that may delay the delivery of goods and services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within ## days of written notice by the City, the City may obtain the undelivered from another source, and no recurring charges, one-time charges, or termination charges or other penalties.

**12. COMPLIANCE WITH APPLICABLE LAW:** Contractor warrants it is duly authorized to operate and do business in all places where it shall be required to do business under the Contract; that it has obtained or shall obtain all necessary licenses and permits required in connection with the Contract, and that it shall fully comply with all laws, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile. The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto. Contractor must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made and shall be responsible for the following:

**CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER:** Contractor is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of the Code of the City of Portland.

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS (EQUAL BENEFITS):** Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: Full Compliance.

**BUSINESS LICENSE TAX ACCOUNT:** Contractor's Business License Tax Account # is in compliance with the City of Portland Business License Tax requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this Contract.

**NOTIFICATION TO STATE OF NONRESIDENT CONTRACTOR:** If the Contract Price exceeds \$10,000 and Contractor is a Nonresident Contractor, the Contractor shall promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, Contract duration and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report shall be forwarded to the City. The City shall satisfy itself that the above requirements have been complied with before it issues final payment on the Contract (PCC 5.33.695) [http://www.oregon.gov/dor/docs/nonresident-bidder\\_800-020.pdf](http://www.oregon.gov/dor/docs/nonresident-bidder_800-020.pdf).

**NONDISCRIMINATION:** Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it is currently in compliance with all tax laws. Contractor shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>.

**WAGE RATES:** The City has determined this Contract is not subject to Prevailing Wage Rates.

**RESPECTFUL WORKPLACE BEHAVIOR:** The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as contractors, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Contractor indicates compliance with all terms and conditions contained in this Agreement including HR 2.02 as further described at: <http://www.portlandonline.com/Auditor/Index.cfm?c=27929>.

**GRANT TERMS AND CONDITIONS:** In connection with its activities under this Contract, Contractor shall comply with all applicable Grant Terms and Conditions. This includes all terms and conditions contained in this Agreement and, for an Agreement involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>.

**FAIR WAGE POLICY NON-RETALIATION:** The City of Portland prohibits any retaliation against an employee who makes a good-faith report of perceived violations of PCC 3.99 Fair Wage Policies or anyone who assists in an investigation of reported Contractor violations, and any retaliatory actions on the part of Contractor shall result in termination of this contract.

**13. GOVERNING LAW / VENUE:** The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Contract shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Contract, the Contractor agrees to in personam jurisdiction of the Oregon courts.

**14. INDEPENDENT CONTRACTOR STATUS:** Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**15. ACCESS TO CITY FACILITIES:** Contractor agrees that Contractor's physical or remote access to the City facilities shall be subject to the security interests and controls necessary to protect public property, and the City shall not be liable for any delays necessary in granting Contractor access to any portion of the facilities or systems.

**16. NO THIRD PARTY BENEFICIARIES:** Contractor and City are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

**17. OWNERSHIP OF PROPERTY:** Contractor agrees the City will, upon completion of the Initial Term of this Contract, have full ownership of the System. Should the Contract be terminated prior to the

completion of the Initial Term of the Contract, the City shall negotiate in good faith with Contractor to resolve the disposition of the System. Contractor warrants that, with the exception of property that is leased or subject to a properly perfected security interest, it shall at all times own Equipment and Software proposed for this Contract, with the exception of Third Party Software, telecommunications services and buildings, and shall keep such property free and clear of any and all security interests, liens, charges, levies, assessments or encumbrances. Any work products produced or created by Contractor for the City shall be understood to be, to the fullest extent of the law, works made for hire unless the Parties have expressly agreed otherwise in writing.

**18. SUCCESSORS IN INTEREST:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns.

**19. SURVIVAL:** The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

**20. INDEMNIFICATION:** Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees under this Contract. Contractor is not responsible for any damages caused solely by the actions of the City, its officers, employees and agents.

**21. ASSIGNMENT OF ANTI-TRUST RIGHTS:** By entering into a contract, Contractor, for consideration paid to Contractor under the Contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out Contractor's obligation under this Contract.

In the event Contractor hires subcontractors to perform any of Contractor's duties under Contract, Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by Contractor in pursuance of the completion of the Contract.

In connection with this assignment, it is an express obligation of Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- A. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the state hereunder.

**22. SEVERABILITY:** In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Contract, or any provision of this Contract, is unlawful, this Contract, or that

provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the Parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect.

**23. FUNDING:** In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, Contractor agrees to abide by any such decision including revision or termination of services.

**24. ASSIGNMENT AND SUBCONTRACTING:** This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and Contractor remains liable for performance of the Contract. Notwithstanding City approval of a subcontractor, Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Contract, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

Contractor shall not subcontract any work, assign any rights (including, without limitation, in connection with the sale of all or substantially all of Contractor's assets, stock, or the line(s) of business applicable to any Amendment, or delegate any obligations under this Contract, cancel or change any previously approved subcontract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its Subcontractors for Products and/or Services authorized under this Contract. All Minority, Women and Emerging Small Business (M/W/ESB) subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any M/W/ESB subcontractors/suppliers under this Contract all substitution requests must have approval from the City's Chief Procurement Officer before such substitutions can be made. In the event that Contractor shall subcontract any work, assign any rights, or delegate any obligations under this Contract without the City's prior consent.

**25. LIENS:** Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

**26. SUSTAINABLE PROCUREMENT:** Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractor is encouraged to incorporate these Principles into their scope of work with the City wherever possible. Therefore, in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

**27. FORCE MAJEURE:** Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the Party's reasonable control, including, but not limited to, acts of God, fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies;

or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

If delay in delivery due to a Force Majeure Event does not exceed thirty (30) days, such delays in delivery shall automatically extend the delivery date for a period equal to the duration of such events; any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event so long as it does not exceed thirty (30) days.

If delay in delivery due to Force Majeure Event is longer than thirty (30) days, the City shall have the right to terminate this Contract, a Task/Change Order, Maintenance agreement or any license hereunder upon written notice to Contractor, in accordance with this Section.

**28. AMENDMENTS:** All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. The City's Chief Procurement Officer is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both Parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Chief Procurement Officer, or to waive the approval of the City Attorney's office.

**29. NON-WAIVER:** No waiver, consent, modification, or change of terms of this Contract shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

**30. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES:** Contractor shall cooperate fully with other contractors and City employees providing systems or support to the City during installation, operation, or maintenance of the goods and services. This includes planning for and integration of the goods and services provided under this Contract with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, equipment, or services of the City by the installation, operation, or maintenance of the goods and services. Contractor's failure to cooperate with the City and other contractors may be grounds for termination as provided herein.

**31. ACCESS TO RECORDS:** Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

**32. AUDITS:** The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards. If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies as provided under EARLY TERMINATION OF CONTRACT and REMEDIES. In addition, Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May, 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Controller and apprise itself of all rules and regulations set forth.

If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of Services is not efficient in accordance with the U.S. Government Accountability Office's Government Auditing Standards, or that the Services are not effective in accordance with these Government Auditing Standards, the City may pursue remedies as provided under the sections for EARLY TERMINATION, and REMEDIES outlined herein.

**33. EMPLOYEES NOT TO BENEFIT:** No City employee or elected official of the City shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

**34. CONFLICT OF INTEREST:** Contractor hereby certifies that, if applicable, its contract proposal was made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

**35. PRICES AND PRICE CHANGES:** Initial Agreement prices shall be as established herein. Unit prices shall remain firm through May 31, 2020. On June 1<sup>st</sup> of each calendar year following the date of acceptance, price changes may be allowed herein according to the City's annually posted Fair Wage Memo. Such price changes shall be documented in writing between Contractor and City's Chief Procurement Officer as amendments.

**36. ADDITIONAL SERVICES:** The City reserves the right to procure additional services for additional City bureaus beyond those stated in the RFP documents at the same prices submitted by Contractor. Price increases may be allowed but shall be in keeping with Attachment 3 to the RFP and incorporated herein by reference of this Contract. Such additional services are not guaranteed and will be made at the City's sole discretion based upon the requirements of City bureaus.

**37. RIGHT TO CHANGE:** The City reserves the right to order changes to the goods, materials, equipment and services outlined herein. The City and Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the Parties.

**38. NOTICE:** Except as otherwise stated in this Contract, any notice or demand to be given under this Contract shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

CONTRACTOR	CITY OF PORTLAND
TBD	City of Portland Procurement Services, 1120 SW Fifth Ave, Room 750 Portland, Oregon 97204 Attn: Theresa Green .cc Bureau of Revenue Services, Facilities Services

If either Party changes its address or if a Party's representative changes, the other Party shall be advised of such a change in writing, in accordance with this section.

**39. NON-PERFORMANCE:** For purposes of this section, non-performance shall be defined as failure to appear and to perform work and/or deliver goods as specified and scheduled and/or failure to meet the requirements of the City-mandated Fair Wage Ordinance.

In the event of non-performance, the City, after twenty-four (24) hours written notice to the Contractor, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not being performed. The difference in cost shall be borne by the Contractor. If the Contractor fails to remedy the fault or failure within twenty-four (24) hours, the City shall have the right to terminate the Contract without additional notification.

The same variation from the terms or specifications occurring on three (3) separate occasions, in the same location, within the same contract year shall constitute a material breach of the Contract and may result in contract termination. Because more than one location is included in this Contract, termination shall apply to all buildings and locations listed in this Contract.

A representative of the Contractor and the City's Project Manager shall make periodic inspections together and any variations from the terms or the specifications shall be immediately corrected within twenty-four (24) hours

**40. EARLY TERMINATION OF CONTRACT:** The City and Contractor, by mutual written agreement, may terminate the Agreement at any time. The City, on thirty (30) days written notice to Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion. Either the City or Contractor may terminate this Agreement in the event of a material breach of the Agreement by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice of the breach and the Party's intent to terminate. If the Party has not entirely cured the breach within ninety (90) days of the notice, then the Party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

**41. SUSPENSION OF THE WORK:** The City may at any time give notice in writing, by electronic mail, or by facsimile to Contractor to suspend this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

**42. PAYMENT ON EARLY TERMINATION:** In the event of termination under EARLY TERMINATION OF AGREEMENT hereof, the City shall pay Contractor for goods and services in accordance with the Agreement prior to the termination date and delivered to City provided that such goods and services conform to Agreement specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF AGREEMENT hereof, by the City due to a breach by Contractor, then the City shall pay Contractor for goods delivered and services performed in accordance with the Agreement prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of Contractor's work product shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges for goods or services that the City cancels during the term of this Contract.

**43. REMEDIES:** The remedies provided in this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other. In the event of termination under EARLY TERMINATION OF AGREEMENT by the City due to a breach by Contractor, then the City may procure services outstanding from another contractor and Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Contract, the remedies for a breach of this Agreement shall not be exclusive or construed as a limitation on any other equitable and legal remedies that are available or may become available.

**44. DISPUTE RESOLUTION:** Contractor shall cooperate with the City to assure that all claims and

controversies which arise during Contractor's performance of Services under this Agreement or a Task/Change Order subject to this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- A. Any dispute between the City and Contractor arising prior to completion of Contractor's services or the earlier termination of the Agreement shall be resolved, if possible by the Agreement Manager or their designee on behalf of the City and XX on behalf of Contractor.
- B. If the Project Manager or the Project Manager's designee and Contractor are unable to resolve any dispute within three (3) business days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the bureau director on behalf of the City and XX, on behalf of Contractor for resolution, if possible.
- C. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- D. Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.
- E. Unless ordered by the City to suspend all or any portion of Contractor's Services, Contractor shall proceed with the performance of such Services or delivery of Products without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures and shall comply with any mutually agreed upon Amendments that the City may issue regarding the acceleration of all or any portion of the Products or Services. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute, in accordance with the provisions of the Agreement or Amendment.

**45. PERMITS AND LICENSES:** Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

**46. WARRANTY:** The Contractor represents and warrants that (i) Contractor shall perform all Services set forth herein in a good and workmanlike manner, in conformance with the Specifications and requirements of the Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) Contractor warrants that each of Contractor's employees assigned to perform Services has the proper skill, training, and background to be able to perform Services in a competent, timely, and professional manner and that all Services shall be so performed; and (iii) Contractor shall, at all times during the term of the Contract, maintain and keep current all licenses and certifications required to perform the work set forth in the Contract.

**47. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this Contract.

- A. Maintenance of Confidentiality. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit and in furtherance of the Products and/or Services provided by Contractor. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees and agents of Contractor who need to know the

City Confidential Information in connection with the City Project, (2) exercise reasonable care with respect to the City Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use Confidential intellectual property of the City without the City's prior written consent.

B. Scope. This Agreement shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. This Agreement shall not apply to City Confidential Information which (1) is or later becomes part of the public domain without breach of this Agreement and through no wrongful act of Contractor; (2) Contractor lawfully receives from a third party; (3) was developed independently by and was reduced to writing by Contractor prior to the earlier of the date of this Agreement or the date of any access or exposure to any City Confidential Information, or (4) is required to be disclosed under operation of law. Contractor's confidentiality obligations under this Agreement shall survive termination.

C. Equitable Remedies. Contractor acknowledges that unauthorized disclosure of City Confidential Information or misuse of a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

D. Contractor's Confidential Information. During the term of the Contract, Contractor may disclose to the City, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information at the time of disclosure or within a reasonable time thereafter. The City shall not be deemed to have breached this Section if (1) Contractor's Confidential Information later becomes part of the public domain through no act or omission of the City; (2) is required to be disclosed under operation of law; (3) the City lawfully receives Confidential Information from a third party with no breach of any duty of confidentiality; or (4) was developed independently by and was reduced to writing by the City prior to the earlier of the date of this Agreement or the date of any access or exposure to any Contractor Confidential Information.

E. Public Records Request. Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. Subject to the following conditions, the City agrees not to disclose any information Contractor submits to the City that includes a written request for confidentiality and as described above, specifically identifies the information to be treated as Confidential. The City's commitments to maintain certain information confidential under this Agreement are all subject to the constraints of Oregon and federal laws. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

F. Release of Public Information. All information submitted by Contractor shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions for which Contractor requests exemption from disclosure consistent with federal or Oregon law. Any portion that the Contractor claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, 192.502, 646.461 or other state or federal law. Documents with Copyright must be clearly marked.

G. Discovery of Documents. In the event a party to litigation seeks discovery of information submitted by Contractor in confidence, the City will notify Contractor of the request. The City shall

allow Contractor to participate in the response at its own expense. The City will comply with any effective order issued by the court having jurisdiction over the matter.

**48. INFRINGEMENT INDEMNITY:** Contractor shall, at its own expense, hold harmless, indemnify, and defend the City, its directors, officers, employees, agents and affiliates from and against any and all claims, demands, damages, liabilities, losses, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged violation or infringement by the Software of any proprietary right of any person whosoever, including any copyright, patent, trade name, trademark, or misappropriation of the trade secrets of any third party. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise. No settlement that prevents the City's continuing use of the Software/Products shall be made without the City's prior written consent. If any third party claim causes the City's use of the Software to be endangered, restricted or disrupted, Contractor shall (i) cause the Software to be replaced, at no additional charge, with a compatible functionally equivalent and non-infringing product; (ii) cause the Software to be modified to avoid the infringement; (iii) obtain a license for the City to continue using the Software and pay any additional fee required for such license; or (iv) if, after Contractor uses all due diligence or standard of care none of the foregoing alternatives is possible, Contractor will terminate the license and refund to the City license fees actually paid by the City and any direct damages documented by City for the affected Software and Documentation.

**49. NEWS RELEASES AND PUBLIC ANNOUNCEMENTS:** The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, the City seal or other representations of the City, any data, pictures or other representations of the City, except with prior specific written authorization from the City.

Contractor shall not issue any news release or public announcement pertaining to this Agreement or the project without prior written approval of the City, which may be withheld in the City's sole discretion. A minimum notice of three (3) business days is required for a response to a request for such approval. If approval is not issued within the three (3) business day period, the request shall be deemed denied.

**50. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT:** Contractor agrees to extend the same prices, terms and conditions in this Contract to all public agencies. Quantities stated in this Contract reflect City of Portland usage only.

Any public agency that wishes to purchase items utilizing this Contract ("Participating Entity") will execute its own contract ("Cooperative Contract") with Contractor for its requirements.

**51. INTERGOVERNMENTAL COOPERATIVE ADMINISTRATIVE FEE (CAF):** For all Cooperative Contracts, Contractor shall submit bi-annual reports and 1.0% cooperative administrative fee ("CAF") on Eligible Revenues. The CAF is paid by Contractor and cannot be charged back to the Participating Entity.

Contractor shall be responsible for timely reporting and payment. The City reserves the right, at its own expense, to audit Contractor's records and other pertinent data as indicated herein and in AUDITS.

City may choose to terminate this Price Agreement if the Volume Sales Reports are not received on a timely basis as described herein, provided however that Contractor is granted the right to cure any breach in this regard within thirty days (30) of written notice by the City of said breach.

In the event that the City exercises its right to Early Termination under this contract, then Contractor will no longer be liable to City of Portland for any CAF otherwise due and payable to City of Portland. If Contractor enters into a contract with any public agency on terms or prices other than that outlined in this contract or in conjunction with a competitive bid process, then there is no reporting requirement to City of Portland.

#### A. DEFINITIONS:

CAF: 1.0% Cooperative administration fee paid on Eligible Revenues.

Cooperative Contract: Contract executed with a public agency utilizing the pricing, terms and conditions of this Contract.

Eligible Revenues: Revenues realized by Contractor utilizing a Cooperative Contract written against this Contract.

Participating Entity shall be any public agency utilizing this Agreement in accordance with purchasing procedures mandated by Local and State procurement statutes and regulations.

Reporting Period: Contractors sales period of January 1 - June 30 or July 1 – December 31.

Volume Sales Report: Bi-annual report of sales completed under a Cooperative Contract.

#### B. VOLUME SALES REPORTS

Upon entering into a Cooperative Contract, Contractor shall provide twice yearly Volume Sales Reports to the City on the City's CAF Report Form. The sales information shall be supplied for the Reporting Periods of January 1 - June 30 and July 1 – December 31. All reports are due by July 31<sup>st</sup> and January 31<sup>st</sup> following the end of the respective Reporting Period.

The reports shall include complete and accurate details regarding all transactions pertaining to Eligible Revenues for that Reporting Period, limited to paid-for purchases, net of returns, discounts and credits. If no sales have been recorded for the reported period, the report shall state "NO SALES FOR THIS PERIOD".

Volume Sales Reports must be submitted on the City's CAF Report Form and may be submitted by email to: [Jeff.Blade@portlandoregon.gov](mailto:Jeff.Blade@portlandoregon.gov)

#### C. CAF PAYMENTS

The CAF is 1.0% of the Volume Sales Report total for that Reporting Period. All payments shall be due thirty (30) days after the City's receipt of the Volume Sales Report. Contractor shall remit CAF payments in the form of a check to the address above.

**52. NON-EXCLUSIVE AGREEMENT:** The City may, but is not required, to purchase any goods or services under this Price Agreement. Good or services will be requested on an as needed basis, therefore there is no guarantee of goods to be purchased or services requested under any resulting agreement. Payment shall be made only for goods actually ordered, delivered, and accepted, whether greater or less than the original estimated quantities. This Price Agreement does not establish an exclusive arrangement between the City and Contractor, and the City retains the right to purchase the same or similar goods from other providers.

**53. ENTIRE CONTRACT:** This Agreement and its Attachments represent the entire Agreement between the Parties. This Agreement is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Contract, understanding, or representation between the Parties with respect thereto, whether written or oral.

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. It is understood and agreed by the Parties hereto that:

**A.** Any reference in this Agreement to the scope of work or specifications is intended as a convenience to the Parties in administration of the Contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Agreement of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.

**B.** All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this Contract.

**C.** Contractor hereby certifies that, if applicable, its Agreement proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s) that Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the Agreement or project to which this Agreement pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it elect to employ any former City official/employee during the term of the Agreement then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

**D.** The City and Contractor may conduct this transaction, including any Agreement amendments, by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed by their duly authorized representative(s), all on the day and year first above written.

This Contract amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Contract amendment. The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

CONTRACTOR:

XX

By \_\_\_\_\_

Signatory Authority

[NOTE TO BIDDERS: City of Portland contracts must be signed by an officer of the company with the inherent authority to legally bind the company to a city contract. For example: the company President, Vice President, or Director]

Printed Name and Title

Date

Address:

Phone:

Email:

[THIS PAGE RESERVED FOR CITY OF PORTLAND SIGNATURES]

SAMPLE

[RESERVED FOR ATTACHMENT A, SCOPE OF WORK]

SAMPLE

**RESERVED FOR ATTACHMENT B, PRICING  
[CONTRACTOR'S PRICING]**

**SAMPLE**

## APPENDIX A

### APPLICABLE STATE LAWS

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

- Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half

pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008

## APPENDIX B

### FEDERAL GRANT REQUIREMENTS

**Federal Grant Requirements:** This Contract may be funded, in whole or in part, by Federal funds. In addition to other provisions required by the Federal agency or City, the following provisions shall be covenants of the contract, as applicable. These provisions shall be in addition to all other provisions in this Contract, and shall prevail over any conflicting terms.

- A. **Administrative, contractual, or legal remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall include the following provision: In the event of a breach of Contract terms by Contractor, the City may seek any remedies in this Contract, in law, or at equity. Additionally, the City may complete the project or the purchase itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the Project or purchase exceeds the amount the City would have paid Contractor to complete the Project under this Contract, then Contractor shall pay to the City the amount of the reasonable excess.
- B. **Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The City, on thirty (30) Calendar Days' written notice to Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. In the event of such termination, the City shall pay to Contractor the portion of the not-to-exceed price attributable to all deliverables accepted by the City, or Services performed by Contractor and accepted by the City, through the effective date of the termination. Additionally, the City may terminate this Contract in the event of a breach of this Contract by Contractor. Prior to such termination, however, the City shall give Contractor written notice to cure the breach and of the City's intent to terminate. If Contractor has not entirely cured the breach within thirty (30) Calendar Days of the notice, then the City shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.
- C. **Equal Employment Opportunity.** If this Contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, it shall incorporate the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60 , "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In addition to State or Oregon Bureau of Labor and Industries (BOLI) prevailing wage law requirements, if this Contract is a prime construction contract in excess of \$2,000, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor has been included in the solicitation and is also separately available to Contractor upon request to the City. Award of the City contract or subcontract to Contractor is conditioned upon Contractor's acceptance of the wage determination. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor and subcontractor are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. Contractor (or subcontractor) is on notice that all suspected or reported violations of these laws shall be reported to the Federal awarding agency.
- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** In addition to other general provisions in the Contract, if this Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, and shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **Rights to Inventions Made Under a Contract or Agreement.** As applicable, if this Contract is funded by a Federal "funding agreement," as defined under 37 CFR §401.2(a), then a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental , or research work under that "funding agreement" must comply with the requirements of 37 CFR Part 401 , "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, and if such contracting is allowed by the City.

G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** In addition to any applicable State and local environmental laws and regulations and/or provisions elsewhere in the Contract, if this Contract is in excess of \$150,000, then Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor (or subcontractor) is on notice that the violations of these laws shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. **Debarment and Suspension (Executive Orders 12549 and 12689).** A party shall not be eligible for a contract award (see 2 CFR 180.220) if that party is listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. In entering into this Contract with the City, Contractor certifies that Contractor and its subcontractor(s) are not on the SAM Exclusions list; Further Contractor and any subcontractor(s) are on notice that inclusion on the SAM Exclusions list during the term of the Contract shall be a basis for material breach of the Contract.

I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** In addition to requirements City Code Chapter 2.12 Regulation of Lobbying Entities, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification under the "Byrd Anti-Lobbying Amendment." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. **Compliance with 2 CFR §200.322 Procurement of recovered materials.** In addition to rules, regulations and policies providing for environmentally sound and sustainable procurement, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**EXHIBIT B SAMPLE BACKGROUND INFORMATION REQUEST,  
NON-SWORN INFORMED CONSENT AND HOLD HARMLESS, AND APPLICANT BACKGROUND INFORMATION  
IMMEDIATELY FOLLOWS THIS PAGE**

**EXHIBIT B**  
**Background Investigation Request**

To: PERSONNEL DIVISION SERGEANT

Interoffice 119/1542

DATE OF REQUEST: \_\_\_\_\_

**REQUESTOR NAME** \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

REQUEST BACKGROUND INVESTIGATION FOR  Contractor  Volunteer  City Employee

**APPLICANT NAME (LAST, FIRST, MIDDLE)** \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

Location applicant will physically be working \_\_\_\_\_

Describe work to be performed \_\_\_\_\_

**APPLICANT WILL BE ALLOWED TO** (check all that apply)

- Have unescorted access into police facilities
- Be issued a security disc
- Be given an office door key
- View and/or access CJIS (CCH) and RMS data
- Work/volunteer in or on police facilities
- Operate a computer and view police information
- Be able to manipulate / change computer data

**APPLICANT WILL VIEW POLICE INFORMATION ON** (check all that apply)

- Sign Boards
- On desk tops
- In garbage cans
- On computer screens

**\*\*REQUESTOR: ATTACH THIS COMPLETED FORM TO WITNESSED INFORMED CONSENT AND COMPLETED  
APPLICANT BACKGROUND INFORMATION SHEET AND SUBMIT TO THE PERSONNEL SERGEANT**

**PERSONNEL DIVISION USE ONLY**

ID TYPE

Non-Sworn ID

Building Pass

Volunteer ID

Contractor List

Approved by / Assigned By \_\_\_\_\_

Background Investigation assigned to \_\_\_\_\_ Date assigned \_\_\_\_\_

BACKGROUND LEVEL

1

2

3



## CITY OF PORTLAND, OREGON



### Bureau of Police

1111 S.W. 2nd Avenue • Portland, OR 97204

Integrity • Compassion • Accountability • Respect • Excellence • Service

### NON-SWORN

### **Informed Consent/Release and Hold Harmless Waiver** *Ensuring Confidentiality of Background Investigation Information*

I recognize that the Portland Police Bureau has an obligation to ensure public safety and protect police property, equipment and records. As an applicant to the Portland Police Bureau (*whether I am a contractor doing business with the Police Bureau, or as a prospective employee*), I acknowledge that I must prove my suitability to access police facilities on a regular basis.

I understand that I am authorizing an investigation into aspects of my personal life to determine my fitness to access police facilities. This investigation may include contacting persons and/or organizations that have information relating to my suitability. I also understand that those persons and/or organizations may feel inhibited, intimidated or otherwise reticent about furnishing legitimate information concerning my fitness unless the confidentiality of their information can be guaranteed on a permanent basis.

I further recognize that although some of the information contained in this report is a matter of public record, or would otherwise be accessible to me, this information will be interwoven with other confidential information to which I would otherwise not be privy.

Therefore, I exonerate, release and discharge the City of Portland, the Police Bureau, its officers, agents or assigns, now and in the future, from any claim or damages, whether in law or in equity, on behalf of myself, my heirs, agents, or assigns, for their refusal to make available any and all information contained in this investigation, including but not limited to the identity of any person or organization who may have supplied information in the course of this investigation, as well as the substance of any such information supplied, even where such information has been the basis for my disqualification from further consideration.

I hereby knowingly, voluntarily, and specifically, waive any rights I may have to examine, review, or to otherwise discover the contents of this investigation and all documents related thereto, whether by request, civil service appeal, grievance, or by legal process.

**I hereby declare under penalty of perjury that the foregoing statement is true to the best of my knowledge and belief.**

DATE: \_\_\_\_\_

---

Signature of Applicant

---

Printed Name of Applicant

---

Signature of Witness

---

Printed Name of Witness



## CITY OF PORTLAND, OREGON

### Bureau of Police

Ted Wheeler, Mayor

Danielle M. Outlaw, Chief of Police

1111 S.W. 2nd Avenue • Portland, OR 97204 • Phone: 503-823-0000

Integrity • Compassion • Accountability • Respect • Excellence • Service

### APPLICANT BACKGROUND INFORMATION

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_

Other names you have used \_\_\_\_\_

Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair Color \_\_\_\_\_ Eye Color \_\_\_\_\_

Social Security Number \_\_\_\_\_ Citizenship\* \_\_\_\_\_ Place of Birth \_\_\_\_\_

\*If you are a non US citizen you must present work authorization papers and a Social Security Card at your appointment.

Home Street Address (actual physical location) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

Date of last police contact \_\_\_\_\_

List all states you have lived in since age 16 \_\_\_\_\_

Email Address \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_  
Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of work or volunteering to be performed and where \_\_\_\_\_

Best phone numbers to contact you to make appointments \_\_\_\_\_

Fax this information to (503) 823-4797 Attn: Personnel Sergeant

or mail it to:

Portland Police Bureau  
Personnel Division, Room 1542  
1111 SW 2<sup>nd</sup> Avenue  
Portland, Oregon 97204  
Attn: Personnel Sergeant

We will contact you regarding scheduling an appointment to present two pieces of identification, notarize forms and be photographed and fingerprinted. Applicants must present two original pieces of identification such as a driver's license, Social Security card, passport or birth certificate.

If you have any questions please feel free to call Personnel @ (503) 823-0333.

# Exhibit C, Electronic Submittal Instructions

These instructions are for uploading electronic attachments to a BuySpeed solicitation. The process is not intuitive, and the nomenclature of the system can sometimes be misleading. There are also a number of fields that are not necessary for City of Portland submittals, so these instructions will highlight only those fields that are necessary for City submittals.

**Step 1:** log in to the BuySpeed system. <https://procure.portlandoregon.gov>, and then navigate to the solicitation number. Click the solicitation number link to open the solicitation page containing a summary of the solicitation information.

Bid Solicitation: 00000694

## Header Information

<b>Bid Number:</b>	00000694	<b>Description:</b>	SUBMITTAL UPLOAD INSTRUCTIONS	<b>Bid Opening Date:</b>	09/20/2017 12:00:00 PM
<b>Purchaser:</b>	Jeff Blade	<b>Organization:</b>	City of Portland		
<b>Department:</b>	GOODSANDSERVICES - Goods & Services	<b>Location:</b>	GS - Goods & Services		
<b>Fiscal Year:</b>	17	<b>Type Code:</b>	04 - G&S RFP	<b>Allow Electronic Quote:</b>	Yes
<b>Alternate Id:</b>		<b>Required Date:</b>		<b>Available Date :</b>	09/19/2017 02:27:17 PM
<b>Info Contact:</b>	Contact Jeff Blade at (503)823-6858	<b>Bid Type:</b>	OPEN	<b>Informal Bid Flag:</b>	No
<b>Purchase Method:</b>	Open Market				
<b>Pre Bid Conference:</b>	None.				
<b>Bulletin Desc:</b>	Electronic submittal upload instructions.				
<b>Ship-to Address:</b>	Please See Solicitation Documents City of Portland Portland, OR 97204 US Email: test@periscopeholdings.com Phone: (123)456-7890	<b>Bill-to Address:</b>	Please See Solicitation Documents City of Portland Portland, OR 97204 US Email: test@periscopeholdings.com Phone: (123)456-7890	<b>Print Format:</b>	
<b>File Attachments:</b>	<a href="#">Instruction.txt</a>				
<b>Form Attachments:</b>					

## Item Information

### Item # 1: ( 918 - 58 ) SUBMITTAL UPLOAD INSTRUCTIONS

NIGP Code: [918-58](#)  
Governmental Consulting

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				
Manufacturer:			Brand:		Model:	
Make:			Packaging:			

[Print Page](#)

[Create Quote](#)

[Bid Q & A](#)

[Exit](#)

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**Step 2:** Click the “Create Quote” button at the bottom of the page to start the quote wizard. “Quote” is a generic term in the BuySpeed environment for a solicitation submittal. City solicitation documents generally refer to submittals as “**Bid**”, “**Proposal**”, or “**Quote**”, depending on the type of solicitation.

**Item # 1: ( 918 - 58 ) SUBMITTAL UPLOAD INSTRUCTIONS**

NIGP Code: 918-58  
Governmental Consulting

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate
1.0		EA - Each		

Manufacturer: Brand:  
Make: Packaging:

[Print Page](#) [Create Quote](#) [Bid Q & A](#) [Exit](#)

**Step 3:** The screen will open to the “General” tab. If you would like to insert contact info or comments for your own reference, you can do that in the appropriate boxes. Click the “Save & Continue” button when ready to move to the next step.

New Quote

[General](#) [Items](#) [Questions](#) [Subcontractors](#) [Notes](#) [Terms & Conditions](#) [Attachments](#) [Summary](#) [Back to Bid](#)

Quote #:  Bid #: **00000694**

Organization: **City of Portland**

Status: **In progress**

Delivery Days: **0**

Is "No Bid":

Shipping Terms:

Ship Via Terms:

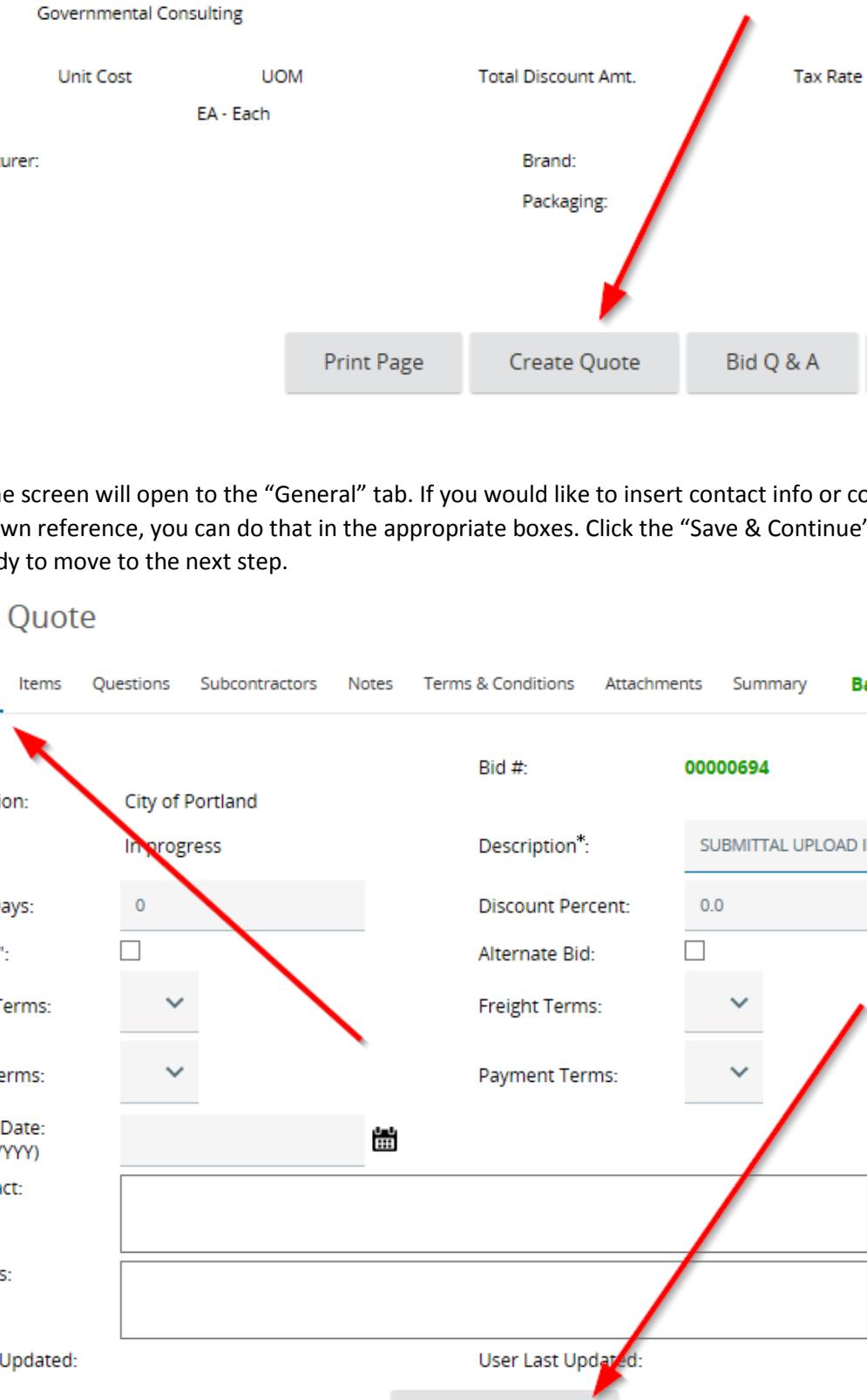
Promised Date:

Info Contact:

Comments:

Date Last Updated:  User Last Updated:

[Save & Continue](#)



**Step 4:** You'll now see a warning at the top of the page stating that the terms and conditions are not acknowledged. Ignore that for now as that will be addressed under the "Terms & Conditions" tab.

**Quote Validation Errors**

Terms & Conditions is not acknowledged.

**Quote Validation Warnings**

Your quote has not been submitted.

Quote 00000939 - Magic Nose Goblins Inc

**General** Items Questions Subcontractors Notes Terms & Conditions Attachments Summary [Back to Bid](#)

Other Quotes for this bid by the same vendor: **00000938**

Quote #:	00000939	Bid #:	<b>00000694</b>
Organization:	City of Portland	Description*:	SUBMITTAL UPLOAD INSTRUCTION
Status:	In progress	Discount Percent:	0.0 %
Delivery Days:	0	Alternate Bid:	<input type="checkbox"/>
Is "No Bid":	<input type="checkbox"/>	Freight Terms:	<input type="checkbox"/>
Shipping Terms:	<input type="button" value="▼"/>	Payment Terms:	<input type="checkbox"/>
Ship Via Terms:	<input type="button" value="▼"/>		
Promised Date: (MM/DD/YYYY)	<input type="text"/>		
Info Contact:	<input type="button" value="▼"/>		
Comments:	<input type="button" value="▼"/>		

Date Last Updated: 09/20/2017 10:56:06 AM User Last Updated: Stimpson J Cat

[Save & Continue](#)

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**Step 5a:** Click the “Items” tab. This tab is important because there are fields here that must be completed in order to submit a quote. Then uncheck the “No Bid” checkbox.

### Quote 00000939 - Magic Nose Goblins Inc

General   **Items**   Questions   Subcontractors   Notes   Terms & Conditions   Attachments   Summary   [Back to Bid](#)

General   Notes  

Sort by Column: Print Sequence Go

Item #	Print Sequence	Questions Exist	Description	Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge	See Quote Attachment(s)
1	1.0	No	SUBMITTAL UPLOAD INSTRUCTIONS	1.0	EA	<input type="text" value="0.00"/>	<input type="text" value="0.0"/>			\$0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Alternate Description : <input type="text"/>													
Quote Response Total \$0.00													

**Step 5b:** You'll see that the “No Charge” checkbox has now been checked. Leave that checked.

Enter an amount in the “Unit Cost” field. After entering an amount, click the “Save & Continue” button.

Item #	Print Sequence	Questions Exist	Description	Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge	See Quote Attachment(s)
1	1.0	No	SUBMITTAL UPLOAD INSTRUCTIONS	1.0	EA	<input type="text" value="750000.00"/>	<input type="text" value="0.0"/>			\$0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Alternate Description : <input type="text"/>													
Quote Response Total \$0.00													

Discount only quotes indicate discount amount off of list catalog price.

[Save & Continue](#)

**Step 5c:** You'll see that the “No Charge” checkbox has been cleared, and the “Quote Response Total” has been calculated.

Description												
Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge				
SUBMITTAL UPLOAD INSTRUCTIONS												
1.0	EA	<input type="text" value="750000.00"/>	<input type="text" value="0.0"/>			\$750000.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
<input type="text"/>												
Quote Response Total \$750000.00												

**Step 6a:** Click the “Terms & Conditions” tab.

Click the “Yes” radio button to accept the terms and conditions of the solicitation, and then click the “Save & Continue” button.

Quote 00000939 - Magic Nose Goblins Inc

General Items Questions Subcontractors Notes Terms & Conditions Attachments Summary Back to Bid

The following list constitutes all the attachments for the bid which may include supplemental terms and conditions.

File Name	Description	File Size
 <a href="#">Instruction.txt</a> <a href="#">(view details)</a>	This instruction is for uploading submittal documents electronically in BuySpeed.	81 bytes

Do you accept the terms & conditions of the bid?

Yes  Yes with exceptions  No

If you do not fully accept the terms & conditions, please note the exceptions below:

 Save & Continue

**Step 6b:** You'll see that the terms & conditions warning message is gone.

Quote Validation Warnings

Your quote has not been submitted.

Quote 00000939 - Magic Nose Goblins Inc

General Items Questions Subcontractors Notes Terms & Conditions Attachments Summary

**Step 7a:** Click the “Attachments” tab. Then click the “Add File” button.

Quote 00000939 - Magic Nose Goblins Inc

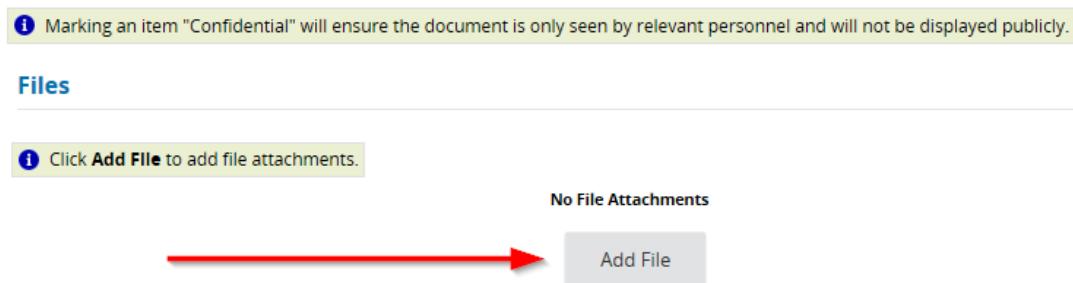
General Items Questions Subcontractors Notes Terms & Conditions **Attachments** Attachment Summary Back to Bid

**Files**

Click Add File to add file attachments.

No File Attachments

Add File



**Step 7b:** Type a description for the file in the “Description” field. Then click the “Browse...” button and navigate to the file location. When the file is attached, click the “Save & Exit” button to upload it.

Repeat this as necessary for any additional files.

Add File

Name\*: My electronic submittal.txt

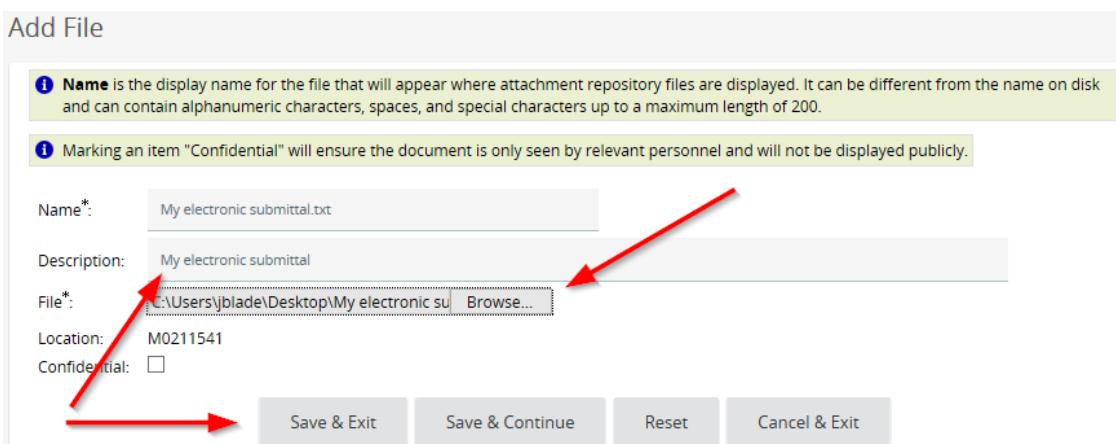
Description: My electronic submittal

File\*: C:\Users\jblade\Desktop\My electronic su... File

Location: M0211541

Confidential:

Save & Exit Save & Continue Reset Cancel & Exit



**Step 7c:** After a document is uploaded, it will appear with its details under the “Attachments” tab. The number in parentheses appended to the tab label denotes how many files have been uploaded. You can also delete files by clicking the “Delete” checkbox next to the appropriate file and then clicking the “Save & Continue” button.

Quote 00000939 - Magic Nose Goblins Inc

General Items Questions Subcontractors Notes Terms & Conditions **Attachments(2)** Attachment Summary Back to Bid

Marking an item "Confidential" will ensure the document is only seen by relevant personnel and will not be displayed publicly.

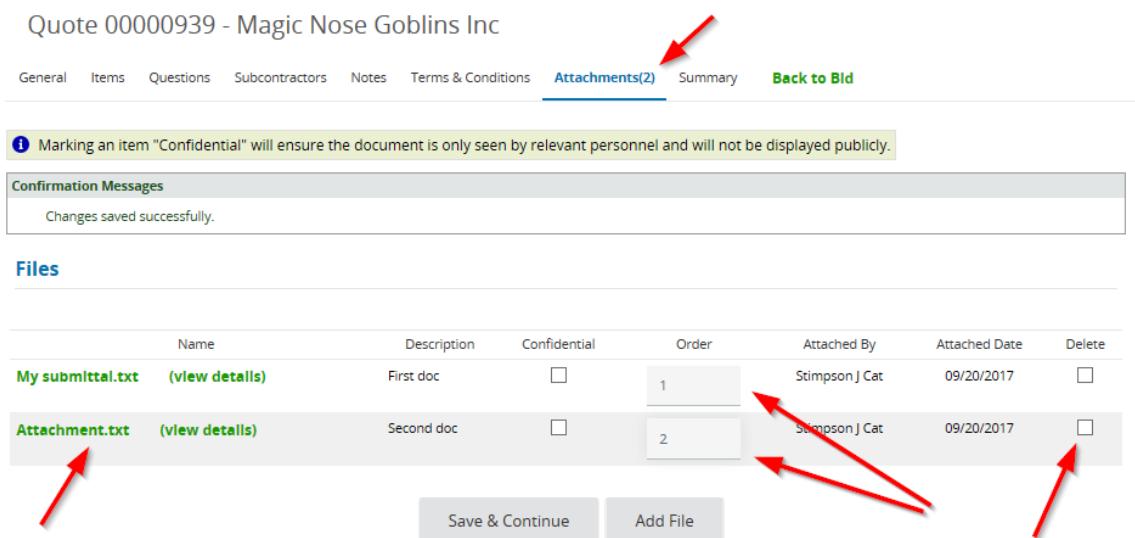
**Confirmation Messages**

Changes saved successfully.

**Files**

Name	Description	Confidential	Order	Attached By	Attached Date	Delete
My submittal.txt <a href="#">(view details)</a>	First doc	<input type="checkbox"/>	1	Stimpson J Cat	09/20/2017	<input type="checkbox"/>
Attachment.txt <a href="#">(view details)</a>	Second doc	<input type="checkbox"/>	2	Stimpson J Cat	09/20/2017	<input type="checkbox"/>

Save & Continue Add File



**Step 8:** Click the “Summary” tab, and then click the “Submit Quote” button to complete the quote process.

**Note:** If this last step is NOT completed, the quote will not have been submitted.

## Quote 00000939 - Magic Nose Goblins Inc

General Items Questions Subcontractors Notes Terms & Conditions Attachments(2) **Summary** [Back to Bid](#)

**Header Information**

Quote #:	00000939	Bid #:	00000694	Status:	In progress
Organization:	City of Portland	Delivery Days:	0	Discount Percent:	0.0
Description:	SUBMITTAL UPLOAD INSTRUCTIONS	Alternate Bid:	No	Shipping Terms:	
Bid Flag:		Ship Via Terms:		Payment Term:	
Freight Terms:		Info Contact:		Quote Total	\$750,000.00
Promised Date					
Comment:	Second quote.				
Date Last Updated:	09/20/2017 11:26:04 AM	User Last Updated:	Stimpson J Cat		

Vendor accepts the terms & conditions with no exceptions.

**Bid Acknowledgements:**

Document	Amendment Note	Notifications	Acknowledged Date/Time
Amendment 1	Bid amendment 1. Header 1. Bid Opening Date changed from "09/20/2017 12:00:00 PM" to "09/20/2017 04:00:00 PM". Enrollment Date Changes:	Ready to send to : test@periscopeholdings.com at 09/20/2017 12:22:44 PM	

**Attachments**

Agency Files:

Agency Forms:

Vendor Files: [My submittal.txt](#)  
[Attachment.txt](#)

Vendor Forms:

**Item Information**

Print Sequence # 1.0: ( 918 - 58 ) SUBMITTAL UPLOAD INSTRUCTIONS

Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge	See Quote Attachment(s)
1.0	EA	\$750,000.00	0.0%	0.0%	\$0.00	\$750,000.00	No	No	No

[Print](#) [Submit Quote](#) [Cancel Quote](#)